



PHILIP L. BROWNING  
Director

**County of Los Angeles  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

425 Shatto Place, Los Angeles, California 90020  
(213) 351-5602

Board of Supervisors

GLORIA MOLINA

First District

MARK RIDLEY-THOMAS

Second District

ZEV YAROSLAVSKY

Third District

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Fourth District

MICHAEL D. ANTONOVICH

Fifth District

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

June 12, 2012

21 June 26, 2012

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

**REQUEST TO APPROVE AFFILIATION PLACEMENT AGREEMENTS WITH LOCAL  
UNIVERSITIES FOR THE PROVISION OF TRAINING OF MASTER OF SOCIAL WORK AND  
BACHELOR LEVEL INTERNSHIP SERVICES (ALL SUPERVISORS) (ALL DISTRICTS)**

**SUBJECT**

The Department of Children and Family Services (DCFS) seeks your Board's approval to authorize the Director, or his designee, to execute the Affiliation/Placement agreements with the University of Southern California (USC); California State University, Los Angeles (CSULA); University of California, Los Angeles (UCLA); California State University, Northridge (CSUN); California State University, Dominguez Hills (CSUDH); California State University, Bakersfield (CSUB); California State University, Fullerton; Loma Linda University (LLU); and Azusa Pacific University (APU) for the provision of Master of Social Work (MSW) and Bachelor (BA or BSW) level field placement internship program services per term as stipulated in each agreement. No funding is required for these agreements.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve agreements with nine (9) local universities through their delegate Fiscal Agents: USC, CSULA, UCLA, CSUN, CSUDH, CSUB, CSUF, LLU, and APU, and delegate authority to the Director of DCFS, or his designee, to execute the agreements in substantially similar form to those contained in the attachments. These agreements provide for MSW and BA/BSW level field placement; training level field placement internships in basic social work practice under the direct supervision of an agency Field Instructor; and the opportunity to shadow line workers, practice in direct case work with clients, and develop macro level learning projects for the agency. Interns will learn to apply basic social work theory and agency policies and the relevance of policy and regulations to practice.
2. Delegate authority to the Director of DCFS, or his designee, to approve the extension of these

and other local university Affiliation/Placement agreements for internship placement and training as they expire, following appropriate review and approval by the County's Chief Executive Office of Risk Management, County Counsel and the Director of DCFS.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The current agreements have a three (3) year term limit and/or will expire as noted in each agreement. The requested action will allow DCFS to continue to provide placement, training and professional development to interns pursuing careers with DCFS as Social Workers. This program will prepare these prospective employees to carry out Federal, State and County mandates related to child safety, assessment, permanency and adoption and to effectively engage and work with families served by DCFS towards improved outcomes. It will assist DCFS in developing a highly skilled professional work force prepared to meet the challenges in Child Welfare.

### **Implementation of Strategic Plan Goals**

The recommended actions are consistent with the principles of the County's strategic plan goal of Operational Effectiveness and Work force Excellence. The recommended actions will enhance the skills and work force readiness of DCFS employees and improve the well being of children and families.

### **FISCAL IMPACT/FINANCING**

These agreements will have no fiscal or financial impact on the Department.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The nine (9) universities work collaboratively with DCFS' Education and Licensure program to place Master's-level and bachelor's-level conditions, and coordinate the DCFS and university required learning activities to develop and integrate social work theory and practice skills.

Each of the universities' terms shall be stipulated in the agreement and will be effective upon date noted. Either party may terminate the agreement with agreed upon written notice.

The universities agree to meet County's insurance requirements including County's approval of any self-insurance program. The agreements include mutual indemnification language. The Department's position is that the benefits for these agreements with these providers outweigh the potential risk posed by mutual indemnification.

There are no provisions for invoices and payments as these agreements are non-financial and there is no associated cost. With the exception of the DCFS employee interns, the interns are neither employees of DCFS nor the universities.

### **CONTRACTING PROCESS**

Each of the nine (9) Universities has submitted their affiliation agreement to DCFS for review and approval. The agreements have been reviewed and approved by the CEO office of Risk

Management, County Counsel and DCFS Director.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

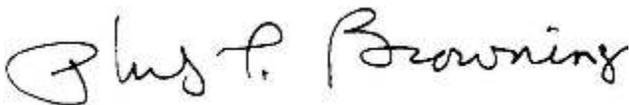
Approval of these agreements will enable DCFS to continue its internship program to develop work force excellence and operational effectiveness. It is in the best interest of the County to continue to provide these services to promote continuing education and best practice in the field of Social Work.

**CONCLUSION**

Upon approval and execution by the Board of Supervisors, it is requested that the Executive Office/Clerk of the Board send an adopted copy of the Board letter and each agreement to DCFS and the office of County Counsel at the addresses listed below:

1. Department of Children and Family Services  
Governmental Relations Division  
Education and Licensure Section  
Attention: Mitchell H. Mason  
425 Shatto Place, Room 602  
Los Angeles, CA 90020
2. Office of County Counsel  
Attention: David Beaudet  
383 Kenneth Hahn Hall of Administration  
500 W. Temple St.  
Los Angeles, CA 90012

Respectfully submitted,



PHILIP L. BROWNING

Director

PLB:CMM  
MHM:MC:yhc

Enclosures

c: Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors

**AGREEMENT FOR  
THE PROVISION OF INSTRUCTIONAL PROGRAMS**

THIS AGREEMENT, is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, effective immediately by and between the LOS ANGELES COUNTY DEPARTMENT OF CHILDREN & FAMILY SERVICES herein after referred to as "AGENCY," and CALIFORNIA STATE UNIVERSITY BAKERSFIELD, hereinafter called "UNIVERSITY," located at 9001 Stockdale Hwy., Bakersfield, CA 93311.

WITNESSETH:

WHEREAS, the UNIVERSITY has established approved programs of special training for a Master's in Social Work, hereinafter referred to as "the Program"; and

WHEREAS, the Program requires facilities where students can obtain the learning experience required in the curriculum; and

WHEREAS, the AGENCY has the setting and equipment needed by Program trainees as part of their practical learning experience; and

WHEREAS, it is in the best interest of the AGENCY to enter into the Agreement as herein set forth.

NOW THEREFORE in consideration of the foregoing and of the mutual promises set forth herein, the UNIVERSITY and the AGENCY agree as follows:

**A. THE UNIVERSITY AGREES TO:**

- 1) Work cooperatively with the AGENCY in designing appropriate field learning experiences to meet the objectives of the UNIVERSITY's field education program.
- 2) Select and/or recommend for placement at the AGENCY students who appear to be most appropriate. It is understood that the AGENCY will have the opportunity to meet the students before placement begins. The Field Instructor will have access to information about the students, including: field placement forms, folders, and prior field evaluations.
- 3) Notify students in the program that they are responsible for maintaining the confidentiality of client information as applicable in Welfare and Institution Code Sections 827 and 10850 as well as all applicable federal, state and municipal laws and regulations. No student shall have access to or have the right to receive any case record, except when necessary in the regular course of their learning experience. The discussion, transmission, or narration in any form by students of any individually identifiable client information, medical or otherwise, obtained in the course of the program is forbidden except as a necessary part of the practical experience.
- 4) After collaborative discussion with Field Instructor, carry final responsibility for decisions which affect the progress of the student, including the grade and awarding of credit.
- 5) Provide consultation to appropriate staff of the AGENCY in the general development of its field teaching program.
- 6) Provide opportunities for appropriate development of the Field Instructors through provision of meeting, institutes and seminars for experienced as well as beginning Field Instructors, and give adequate notice of such pertinent meetings and courses.
- 7) Provide a copy of the UNIVERSITY's field manual plus other pertinent instructional material, such as: academic calendar, course outlines, field bulletins, evaluation guidelines, periodic updates.

8) Provide opportunities for appropriate evaluations of the performance of all parties to this agreement.

9) Keep AGENCY and Field Instructors informed about UNIVERSITY activities and plans affecting field education.

10) Provide opportunities for AGENCY/Field Instructor participation in relevant UNIVERSITY committees and activities.

11) Indemnify, defend and hold harmless AGENCY, its employees, agents and representatives, from all claims, actions, awards or judgments for damages, including but not limited to costs, expenses and attorneys fees where liability is found to exist solely by reason of the negligent acts or omissions of UNIVERSITY's employees, agents, or representatives or in proportion to the University's comparative fault relating to this Agreement.

12) It is understood and agreed that UNIVERSITY student interns are not to be considered employees of the UNIVERSITY. Student interns are fulfilling specific requirements for pre-clinical or clinical experiences as a part of a degree program or otherwise. Student interns, in consideration of this service are paying for service under their tuition arrangements with UNIVERSITY.

13) Notify students that they are subject, during their educational field experience at AGENCY, to applicable AGENCY regulations and that they must conform to the same standards as are set for AGENCY's employees in matters relating to the welfare of clients or patients and general AGENCY operation.

14) The UNIVERSITY requires that student interns obtain professional malpractice insurance through a blanket policy secured by the UNIVERSITY, before beginning their field placement experience. The coverage liability limits are one million dollars (\$1,000,000) each claim and three million dollars (\$3,000,000) aggregate. Such coverage is to be obtained from a carrier rated A: VII or better by AM Best. UNIVERSITY shall require each student in the Program to present evidence of his or her professional liability coverage to AGENCY, upon request. In addition, students that travel as a part of the Student's Internship assignment shall maintain personal automobile liability insurance and current Driver's License.

**B. THE AGENCY AGREES TO:**

1) Accept the policy of the UNIVERSITY that students are assigned in accordance with the provisions of the federal and state civil right laws; also comply with all federal, state and local laws and ordinances concerning human subject research if students participate in a research program as part of a research team.

2) Adhere to the goals of the UNIVERSITY as presented in its field education manual except in any circumstances wherein a said goal conflicts with AGENCY's stated policy, rule, or procedure.

3) Accept and treat the student's primary role as a learner and the field placement assignment as an educational experience. This includes the following:

- a. Permitting the student to receive needed support, assistance and instruction;
- b. Making available to the student appropriate cases and learning activities; and

- c. Permitting the student to participate in staff development and other training opportunities.
- 4) Provide the student with the resources necessary to carry out assigned educational and service tasks, including the following:
  - a. Space that is sufficiently private for carrying on independent work and activity;
  - b. Clerical service and supplies for records and reports produced for the AGENCY; and
  - c. Access to client and AGENCY records as appropriate to assigned tasks.
- 5) Provide qualified staff as Field Instructors for the student, subject to approval by the UNIVERSITY.
- 6) Assure that each Field Instructor has adequate time within his/her work schedule to meet the requirements of the UNIVERSITY's field education program.
- 7) Assure that the Field Education Liaison is advised of policy and service changes and developments which may affect student learning or the UNIVERSITY's curriculum.
- 8) Provide the student with information available to its employees regarding personal safety when carrying out AGENCY related assignments.
- 9) Comply with all state, federal and local laws, ordinances, rules and regulations regarding the operation of the Program, including laws and regulations concerning the confidentiality of Student records.
- 10) Comply with all applicable requirements of any accreditation authority and permit the authorities responsible for accreditation of the UNIVERSITY's curriculum to inspect the facilities, services, and other items provided by AGENCY for purposes of the Program.
- 11) Permit students to perform services for clients only when under the supervision of an approved, registered, licensed, or certified professional clinician on AGENCY's staff. Such clinicians or professionals are to be certified or licensed in the discipline in which supervision is provided. Students shall work, perform assignments, and participate in case management and/or staff meetings, and in-service educational programs at the discretion of their AGENCY-designated supervisors. Students are to be regarded as trainees, not employees, and are not to replace AGENCY's staff. It is understood and agreed that UNIVERSITY student interns are not employees of the Los Angeles County and thus are not covered by AGENCY's workers compensation.
- 12) Indemnify, defend and hold harmless UNIVERSITY, its employees, agents, trustees and representatives, from all claims, actions, awards or judgments for damages, including but not limited to costs, expenses and attorneys fees where liability is found to exist solely by reason of the negligent acts or omissions of AGENCY's employees, agents or representatives or in proportion to the AGENCY's comparative fault relating to this Agreement.

**C. THE SCHOOL'S FIELD EDUCATION LIAISON AGREES TO:**

- 1) Maintain contact with the Agency, administration, Field Instructor, and students throughout the year through site visits, telephone conferences or meetings on campus.
- 2) Monitor the field placement experience to ensure that the School's learning objectives are being met.
- 3) Consult with the Field Instructor regarding the development and implementation of the teaching plan as well as the School's policies and procedures.
- 4) Consult with students regarding their learning objectives, course selections and progress or problems in the field.
- 5) Review students' performance with Field Instructor and students as participants, to evaluate progress.
- 6) Identify problems as early as possible, and when necessary, devise a plan for their resolution. (This may involve reading process recordings and other written material prepared by the students and developing a specific learning contract with measurable objectives.)
- 7) Make the determination in consultation with the Field Instructor and student, as to whether replacement of students may be necessary, based on serious problems within the field site or the inappropriateness of the placements for the students.
- 8) Evaluate the placement, on an annual basis, with the Field Instructor.
- 9) Interview and approve new Field Instructors designated by the Agency administrators.
- 10) Coordinate the placement process for concentration year students and finalize placement decisions based on input from Agency administrators, Field Instructors, and students.

**D. THE AGENCY'S FIELD INSTRUCTOR AGREES TO:**

The Field Instructor must have a Master's Degree in Social Work from an accredited graduate school of social work, two years of post-Master's experience, and approximately one year's work experience within the field Agency; must have knowledge of, experience with, and commitment to professional Social Work values, education and practice. The Field Instructor will:

- 1) Carry out the specific educational objectives presented in the Field Instructor's Manual.
- 2) Accept foundation year students assigned by the School and participate in pre-placement contacts with these students when relevant, and/ or participate in the interview and assessment process for the purpose of concentration year student placements.
- 3) Orient students to the Agency, staff and other appropriate professionals, explain student roles, responsibilities and expectations; arrange for student participation in relevant staff, committee, and in-service training meetings whenever possible.
- 4) Assist the student in the development of a Learning Agreement that outlines field education expectations and learning objectives.
- 5) Provide foundation year students with a generalist exposure to professional Social Work practice and concentration year students with learning experiences appropriate to their specific

concentrations.

- 6) Provide adequate and diverse cases to the student in meeting his/her educational needs. Approximately one half of the student's time in field placement should be spent in direct practice (excepting COPA and ISW students.)
- 7) Assume primary responsibility for the development and implementation of these learning activities and coordinate with other staff who may be involved in the student(s) field instruction, i.e. preceptors or task supervisors.
- 8) Provide a minimum of one hour of agency time weekly per student for regularly scheduled individual conferences, or one and one-half hours if no group supervision is available to student.
- 9) If more than one student is placed in the Agency, provide one hour of group instruction, at least every other week in addition to individual conferences.
- 10) Require and review, at least one written educational recording per week and utilize these as teaching tools which are to be made available to the Field Education Liaison as needed. Tape/video recordings may be included in this requirement.
- 11) Involve students in on-going evaluations of their performance in the field placement, focusing on their specifically assigned tasks; inform students about, and attempt to address with them, any unsatisfactory performance or other problems that have been identified; submit written evaluations of student progress at times designated by the School.
- 12) Meet periodically with the Field Education Liaison for the purpose of planning, reviewing and evaluating the field experience.
- 13) Inform the Field Education Liaison promptly about any problem in field placement; and comply with School procedures as designated in the School manual.
- 14) Attend the field education seminar required for all new Field Instructors and attend periodically scheduled meetings and other activities for Field Instructors which are held at the School during the academic year.
- 15) Engage in a process of evaluation of the total educational experience in the field, which will include input from the Field Instructors, Field Education Liaison, and students.

#### **E. INSURANCE**

1) University Insurance: University shall procure and maintain in force during the term of this Agreement, at its cost and expense, commercial insurance coverage or a program of self-insurance or any combination thereof, to satisfy the following requirements. Such coverage shall include commercial general liability insurance with limits of not less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) general aggregate and professional liability insurance with limits of not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. The University shall also maintain and provide evidence of workers' compensation and disability coverage for its employees as required by State of California law. Insurance coverage shall be obtained from a carrier rated A: VII or better by AM Best or through a qualified program of self-insurance. University shall provide Agency with evidence of all insurance required under this paragraph, which shall provide for not less than thirty (30) days notice of cancellation to Agency. University shall name Agency as an additional insured under commercial

general liability coverage. University shall promptly notify Agency of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

2) Agency Insurance: Agency shall procure and maintain in force during the term of this Agreement, at its cost and expense, commercial insurance coverage or a program of self-insurance or any combination thereof, to satisfy the following requirements. Such coverage shall include commercial general liability insurance with limits of not less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) general aggregate and professional liability insurance with limits of not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Agency shall also maintain and provide evidence of workers' compensation and disability coverage for its employees as required by State of California law. Insurance coverage shall be obtained from a carrier rated A: VII or better by AM Best or through a qualified program of self-insurance. Agency shall provide University with evidence of all insurance coverage required by this paragraph, which shall provide for not less than thirty (30) days notice of cancellation to University. Agency shall name University as an additional insured under commercial general liability coverage. Agency shall promptly notify University of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

#### **F. RESERVATION OF RIGHTS WITH RESPECT TO PLACEMENT OF STUDENTS**

The UNIVERSITY reserves the right to withhold placement of students depending on the number of students who require field practicum placements, the educational needs of students, and the availability of AGENCY facilities and personnel to provide a satisfactory field placement experience.

#### **G. DEPARTMENTAL LETTER AGREEMENTS AUTHORIZED**

Recognizing that the specific nature of the Field Practicum experience may vary, it is agreed by the UNIVERSITY and the AGENCY, upon execution of this Agreement and within the scope of its provisions, the parties will meet and confer on the nature of practical experience to formalize operational detail of the Field Practicum. All parties will sign and adhere to any Departmental Letter Agreements developed to implement this agreement.

#### **H. COMPENSATION**

Neither party to this Agreement shall be obligated to pay any monetary compensation to the other.

#### **I. NONDISCRIMINATION**

The AGENCY and the UNIVERSITY agree that neither will discriminate against a beneficiary of services provided by the AGENCY in the performance of this Agreement or against any individual on the basis of age, sex, race, color, religious belief, national origin, or physical handicap.

#### **J. DRUG-FREE WORKPLACE CERTIFICATION**

The AGENCY certifies under penalty of perjury under the laws of the State of California that the AGENCY will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8355 et. seq.) and will provide a drug-free workplace by doing all of that which Section 8355 et seq. require.

#### **K. TERMINATION**

This Agreement will be effective on a continuing basis unless otherwise stipulated in writing and signed in advance of the effective date by both parties. Either party may terminate this Agreement upon forty-five (45) days written notice to the other party except that if the UNIVERSITY terminates the Agreement based on lack of funding, the forty-five (45) day notice requirement shall not apply.

**L. INDEPENDENT CONTRACTOR STATUS**

The parties hereby acknowledge that they are independent contractors. In no event shall this Agreement be construed as establishing a partnership, joint venture, or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. The AGENCY and the UNIVERSITY shall be liable for their own debts, obligations, acts and omissions, including the payment of all required withholding, social security, and other taxes or benefits. No student shall look to AGENCY for any salaries, insurance, or other benefits.

**M. CONFIDENTIALITY**

The UNIVERSITY will require students to maintain the confidentiality of client information obtained during the field practicum experience at the AGENCY. All information obtained from clients, their records, or computerized data is to be held in confidence, and no copies of client records shall be made unless identifying information is first deleted and AGENCY permission is obtained. The UNIVERSITY shall prohibit students and supervising faculty members from identifying patients in papers, reports, or case studies without first obtaining permission of the AGENCY and the client, utilizing the confidentiality policies and procedures of the AGENCY. The parties hereto agree to abide by the Health Insurance Portability and Accountability Act (HIPAA) as applicable and follow confidentiality requirements of 42 CRF Part 2 and other applicable requirements, and to consult and cooperate with one another to assure appropriate and consistent handling of confidential data.

**N. NON-ASSIGNMENT AND SUBCONTRACTING**

This Agreement shall not be assigned or transferred by a party without the written approval of the other party. This Agreement shall constitute the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreement, oral and written relating hereto.

**O. NOTICES**

Notice to AGENCY shall be addressed as follows:

Maria R. Camarillo or Designee of DCFS  
Dept of Children & Family Services  
Education & Licensure Programs  
532 Colorado Blvd., 5<sup>th</sup> Floor  
Pasadena, CA 91101

Notice to UNIVERSITY shall be addressed as follows:

Department of Social Work  
California State University Bakersfield  
9001 Stockdale Highway  
Bakersfield, CA 93311

IN WITNESS THEREOF, the authorized representative of the parties have made and executed this Agreement the day and year first written above.

AGENCY

UNIVERSITY

By \_\_\_\_\_  
Signature

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Michael Chavez  
Director of Procurement & Support Services

Title \_\_\_\_\_

By \_\_\_\_\_  
Signature

Director Field Education  
Department of Social Work



California State University  
**Dominguez Hills**

Procurement, Contracts, Logistical and Support Services • Division of Administration and Finance  
 1000 E. Victoria Street, Carson, CA 90747 • (310) 243-3799 • FAX: (310) 516-3305

**Master of Social Work Program**

THIS AGREEMENT, is made and entered into on July 1, 2011, pursuant to Education Code 89036, by and between The County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES (DCFS) hereinafter referred to as the "DCFS " or "Agency" and the Trustees of the California State University, an agency of the State of California, **CALIFORNIA STATE UNIVERSITY DOMINGUEZ HILLS**, hereinafter referred to as "UNIVERSITY".

**WITNESSETH:**

WHEREAS, the UNIVERSITY'S Master of Social Work Program requires its students to have clinical and educational experience (learning experience) in clinical facilities, schools and public agencies; and

WHEREAS, DCFS and UNIVERISTY are committed to the advancement of the profession of social work in the fulfillment of its professionally and socially defined tasks on behalf of those whom it serves; and

WHEREAS, DCFS has an interest in providing practice and research opportunities for graduate students, and

NOW, THEREFORE, in consideration of the covenants, conditions, and stipulations hereinafter expressed and in consideration of the mutual benefits to be derived there from, the parties hereto agree as follows:

**I. DCFS SHALL:**

- A. Provide clinical facilities for learning experiences for Master of Social Work students designated by the UNIVERSITY. The experience for each student shall cover such period of time as will be specified by the UNIVERSITY.
- B. The Agency shall recommend members of its staff, qualified and approved within the UNIVERSITY'S criteria, to act as Fieldwork Instructors for students placed for training. These instructors shall be afforded sufficient release time to instruct and supervise the student's work at the Agency in accordance with the educational objectives, learning experiences and performance expectations established by the UNIVERSITY and agreed to by DCFS.
- C. The Agency shall provide facilities, staff, materials, and other resources necessary to meet the DCFS'S educational commitment.
- D. The Agency shall accept students enrolled in the UNIVERSITY for a practicum in graduate social work education at times, in numbers and at such locations of DCFS as shall be agreed upon by both parties.
- E. The Agency shall not use students to replace its regular staff and shall not require the students to render services except as they are identified for their learning value as part of an agreed upon educational purposes.
- F. The Agency shall not compensate students for their services unless otherwise and, previously agreed to by the UNIVERISTY.
- G. DCFS may request that the UNIVERSITY remove any student whose performance DCFS deems unfit to meet the demands of its service program or whose conduct otherwise interferes with its staff relationships or primary mission.

**II. TRUSTEES, THROUGH THE UNIVERSITY, SHALL:**

- A. The UNIVERISTY shall be responsible for the selection, placement, and/or removal, and final grading of students placed with DCFS. These decisions shall be made in consultation with DCFS in accordance with the respective responsibilities of each party of this agreement.
- B. The UNIVERSITY shall assign a representative of its faculty to act as Faculty Field Liaison whose responsibilities shall

be to act as liaison between UNIVERSITY and DCFS in the development and execution of the Fieldwork Instruction program and the valuation of student performance, and to engage in such other activities as are of mutual concern in the provision of student training.

- C. The UNIVERSITY shall, at the time of agreement, provide DCFS with a statement of its educational goals, of appropriate learning experiences, and of its expectations for student performance in the practicum.
- D. The UNIVERSITY shall be responsible for notifying the students in the program about their responsibility to maintain the confidentiality of client information as applicable in the Welfare and Institution Codes (WIC) Sections 827 and 10850 as well as all applicable federal, state and municipal laws and regulations. No student shall have access to or have the right to receive any case record, except when necessary in the regular course of their learning experience. The discussion, transmission, or narration in any form by students of any individually identifiable client information, medical or otherwise, obtained in the course of the program is forbidden except as a necessary part of the practical experience.
- E. Upon request, provide insurance for general liability coverage.

### III. GENERAL CONDITIONS

- A. UNIVERSITY shall defend, indemnify and hold DCFS, its officers, employees and agents harmless from and against any and all liability, loss expense (including reasonable attorneys fees and court costs), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys fees, or claims for injury or damages are caused by or result from the negligent acts or omissions of UNIVERSITY, its officers, agents, or employees.

DCFS shall defend, indemnify and hold UNIVERSITY, its officers, employees and agents harmless from and against any and all liability, loss expense (including reasonable attorneys fees and court costs), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys fees, or claims for injury or damages are caused by or result from the negligent acts or omissions of DCFS, its officers, agents, or employees.

- B. While in the performance of this agreement, students enrolled in the Program are in attendance at the Agency for educational purposes, without compensation and are not to be considered officers, agents or employees of the University for Worker's Compensation purposes.
- C. Student(s) shall be responsible to maintain and show proof of professional liability insurance coverage (either independently or on Institution's policy). Coverage under such professional liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A: VII or better by AM Best. University shall require each student in the Program to present evidence of his or her professional liability coverage to Agency, upon request. In addition, students that travel as a part of the Student's Internship assignment shall maintain personal automobile liability insurance and current Driver's License.
- D. Agency shall procure and maintain in force during the term of this Agreement, at its sole option, cost and expense, commercial insurance coverage or a program of self-insurance or any combination thereof, to satisfy the following requirements. Such coverage shall include commercial general liability insurance with limits of not less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) general aggregate and professional liability insurance with limits of not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Agency shall also maintain and provide evidence of workers' compensation and disability coverage for its employees as required by State of California law. Insurance coverage shall be obtained from a carrier rated A: VII or better by AM Best or through a qualified program of self-insurance. Agency shall provide University with evidence of all insurance coverage required by this paragraph, which shall provide for not less than thirty (30) days notice of cancellation to University. Agency shall name University as an additional insured under commercial general liability coverage. Agency shall promptly notify University of any cancellation, reduction or other material change in the amount or scope of any coverage required hereunder.
- E. University, at its sole cost and expense, shall insure its activities in connection with this agreement, naming Agency as additional insured by separate endorsement, and obtain, keep in force, and maintain insurance as follow: Comprehensive General Liability Insurance with a one million(\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in aggregate, and professional liability insurance with limits of not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. University shall



AGREEMENT FOR  
THE PROVISION OF INSTRUCTIONAL PROGRAMS  
SOCIAL WORK

This Agreement entered into this 23<sup>rd</sup> day of February 23, 2012, by and between the State of California acting through the Trustees of the California State University on behalf of CALIFORNIA STATE UNIVERSITY, FULLERTON, hereinafter called "UNIVERSITY" and the LOS ANGELES COUNTY DEPARTMENT OF CHILDREN & FAMILY SERVICES, hereinafter referred to as "AGENCY".

WITNESSETH:

WHEREAS, the UNIVERSITY has established approved programs of special training for a Master's in Social Work, hereinafter referred to as "the Program"; and

WHEREAS, the Program requires facilities where students can obtain the learning experience required in the curriculum; and

WHEREAS, the AGENCY has the setting and equipment needed by Program trainees as part of their practical learning experience; and

WHEREAS, it is in the best interest of the AGENCY to enter into the Agreement as herein set forth.

NOW THEREFORE in consideration of the foregoing and of the mutual promises set forth herein, the UNIVERSITY and the AGENCY agree as follows:

1.0 RESPONSIBILITIES OF THE AGENCY

1.1 The AGENCY will provide assigned student(s) field practicum experience in accord with an individual learning contract developed in line with goals and objectives established by the UNIVERSITY. It is understood that in no case shall students replace regular staff.

1.2 The AGENCY will designate a qualified individual to coordinate each student's learning experience in the Program. That person will be known as the Field Instructor. The Field Instructor will hold a Master of Social Work degree and will have at least two years of post-masters experience. The Field Instructor will coordinate between responsible UNIVERSITY faculty and designated AGENCY personnel regarding the assignment of students to specific cases and experiences, including selected conferences, clinics, courses, and programs conducted under the aegis of the AGENCY. The Field Instructor will assist each student in developing an individualized learning agreement consistent with UNIVERSITY guidelines. The Field Instructor will be responsible for and will control the quality of the social work services provided by the assigned student(s) and will provide at least one and one-half hour of face-to-face individual supervision each week to each student. The AGENCY will designate and submit in writing to the UNIVERSITY the name and professional and academic credentials of the Field Instructor. The AGENCY will notify the UNIVERSITY in writing of any change or proposed change of the Field Instructor.

1.3 The AGENCY will permit upon reasonable request an interview from the Council on Social Work Education to assess the scope of learning provided to students.

1.4 The AGENCY will recommend to the UNIVERSITY the withdrawal of a Program student if: (a) the achievement, progress, adjustment, or health of the student

does not warrant continuation at the AGENCY, or (b) the behavior of the student fails to conform to the applicable regulations or policies of the AGENCY.

1.5 The AGENCY reserves the right, exercisable in its discretion after consultation with the UNIVERSITY, to exclude any student from its premises in the event that such Student's conduct or state of health is deemed objectionable or detrimental to the proper administration of the AGENCY.

1.6 The AGENCY shall provide adequate workspace, supplies, and equipment necessary to fulfill the requirements of the learning contract.

1.7 The AGENCY will provide the UNIVERSITY with access to the written regulations that will govern the student's activities and behavior while at the AGENCY.

1.8 The AGENCY will maintain records and reports on each student's performance as specified by the UNIVERSITY and will provide an evaluation to the UNIVERSITY on forms provided by the UNIVERSITY.

1.9 The AGENCY will ensure that student(s) exposed to hazardous substances or infectious diseases at the AGENCY will be managed according to the policy of the AGENCY. AGENCY agrees to notify the UNIVERSITY'S Student Health Services of the occurrence of such exposure to UNIVERSITY student(s).

1.10 The Agency agrees to provide the Student with information available to its employees regarding personal safety when carrying out agency related assignments.

## 2.0 RESPONSIBILITIES OF THE UNIVERSITY

2.1 The UNIVERSITY will withdraw a student from the Field Practicum at the AGENCY if, after consultation in accord with paragraph 1.5, the UNIVERSITY determines such action to be warranted.

2.2 The University will provide each UNIVERSITY student assigned to AGENCY information about the field education component of the curriculum and the responsibilities of each participant in field education.

2.3 The UNIVERSITY will provide the AGENCY with a description of the UNIVERSITY program, curriculum, and objectives to be achieved at the AGENCY.

2.4 The UNIVERSITY will require all students to abide by the policies of the AGENCY while working under the auspices of the AGENCY. UNIVERSITY students shall be expected to conduct themselves in a professional manner, and their attire and appearance will conform to the accepted standard of the AGENCY.

2.5 The UNIVERSITY will require that each student is covered by professional liability (malpractice) insurance in accord with sub-section 6.2.

2.6 The UNIVERSITY will assign to the AGENCY only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum.

2.7 The UNIVERSITY will assign a faculty member as the field liaison for each UNIVERSITY student assigned to the AGENCY. The field liaison will coordinate implementation of the UNIVERSITY field practicum program in the AGENCY.

2.8 The UNIVERSITY agrees that each UNIVERSITY student participating in the field practicum is subject to drug/alcohol screening policy in effect at AGENCY during the time of the field practicum placement. Positive drug/alcohol test results will be submitted to the UNIVERSITY Program Director for action according to UNIVERSITY Policy.

2.9 The UNIVERSITY will require each UNIVERSITY student to comply with

AGENCY'S pre-service screening requirements, e.g. Department of Justice clearance, TB testing, etc., if any.

2.10 The UNIVERSITY will provide an annual orientation and training for AGENCY'S assigned field instructor and will provide such consultation and training as necessary to fulfill the terms of this agreement.

2.11 The UNIVERSITY will provide AGENCY'S assigned field instructor with access to UNIVERSITY'S library facilities

### 3.0 RESERVATION OF RIGHTS WITH RESPECT TO PLACEMENT OF STUDENTS

The UNIVERSITY reserves the right to withhold placement of students depending on the number of students who require field practicum placements, the educational needs of students, and the availability of AGENCY facilities and personnel to provide a satisfactory field placement experience.

### 4.0 DEPARTMENTAL LETTER AGREEMENTS AUTHORIZED

Recognizing that the specific nature of the Field Practicum experience may vary, it is agreed by the UNIVERSITY and the AGENCY, upon execution of this Agreement and within the scope of its provisions, the parties will meet and confer on the nature of practical experience to formalize operational detail of the Field Practicum. All parties will sign and adhere to any Departmental Letter Agreements developed to implement this agreement.

### 5.0 COMPENSATION

Neither party to this Agreement shall be obligated to pay any monetary compensation to the other.

### 6.0 INSURANCE AND INDEMNIFICATION

6.1 University Insurance. University shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by University's employees. Coverage under such professional and commercial general liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage shall be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. The University shall maintain and provide evidence of workers' compensation and disability coverage as required by law. University shall provide AGENCY with evidence of the insurance required under this paragraph, which shall provide for not less than thirty (30) days notice of cancellation to AGENCY. University shall promptly notify AGENCY of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

The State of California has elected to be self-insured for its general liability, vehicle liability, worker's compensation and property exposures through an annual appropriation from the General Fund. As a State agency, the California State University, Office of the Chancellor, the Trustees, and its system of campuses are included in this self-insured program.

6.2 Student Insurance. University shall ensure that each student in the Program, is covered during the term of this Agreement by professional liability insurance of not less

than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A or better by AM Best. University will provide evidence of a student's professional liability coverage to Agency upon request. University shall name Agency as an additional insured under commercial general liability coverage. In addition, students that travel as a part of the student's internship assignment shall maintain personal automobile liability insurance and current Driver's License.

6.3 AGENCY Insurance. AGENCY shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by its employees. Coverage under such professional and commercial general liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. AGENCY shall also maintain and provide evidence of workers' compensation and disability coverage for its employees as required by law. AGENCY shall provide University with evidence of the insurance coverage required by this paragraph, which shall provide for not less than thirty (30) days notice of cancellation to University. AGENCY shall promptly notify University of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

It should be expressly understood, however, that the coverage required under this Section shall not in any way limit the liability of the UNIVERSITY.

The UNIVERSITY, upon the execution of this Agreement, shall furnish AGENCY with certificates evidencing compliance with these insurance requirements. Certificates shall further provide for thirty (30) days advance written notice to AGENCY of any cancellation of the above coverage.

#### 7.0 INDEMNIFICATION.

7.1 The University agrees to defend all claims of loss, and indemnify and hold harmless the Agency and its officers, agents and employees from any and all liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions or willful misconduct of the University or its employees, officers, volunteers or other representatives in the performance of this Agreement.

7.2 The Agency agrees to defend all claims of loss, and indemnify, and hold harmless the State of California, the Trustees of the California State University, California State University, Fullerton and their officers, agents, volunteers and employees from any and all liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions or willful misconduct of the Agency or its employees, agents or volunteers in the performance of this Agreement.

#### 8.0 NONDISCRIMINATION

The AGENCY and the UNIVERSITY agree that neither will discriminate against a beneficiary of services provided by the AGENCY in the performance of this Agreement or

against any individual on the basis of age, sex, race, color, religious belief, national origin, or physical handicap.

9.0 TERM/TERMINATION

This Agreement will remain in full force and effective for an initial term of three (3) years beginning February 23, 2012 through February 22, 2015. Either party may terminate this Agreement upon thirty (30) days written notice to the other party except that if the UNIVERSITY terminates the Agreement based on lack of funding, the thirty (30) days notice requirement shall not apply. The notice required under this clause shall be sent by certified registered mail.

10.0 AMENDMENTS

This Agreement may otherwise be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.

11.0 INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge that they are independent contractors. In no event shall this Agreement be construed as establishing a partnership, joint venture, or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. The AGENCY and the UNIVERSITY shall be liable for their own debts, obligations, acts and omissions, including the payment of all required withholding, social security, and other taxes or benefits. No student shall look to AGENCY for any salaries, insurance, or other benefits.

12.0 CONFIDENTIALITY

The UNIVERSITY will require students to maintain the confidentiality of client information obtained during the field practicum experience at the AGENCY. All information obtained from clients, their records, or computerized data is to be held in confidence, and no copies of client records shall be made unless identifying information is first deleted and AGENCY permission is obtained. The UNIVERSITY shall prohibit students and supervising faculty members from identifying patients in papers, reports, or case studies without first obtaining permission of the AGENCY and the client, utilizing the confidentiality policies and procedures of the AGENCY and abiding by any applicable federal, state, and local confidentiality laws and regulations including, but not limited to, California Welfare and Institutions Code Sections 827 and 10850.

13.0 NON-ASSIGNMENT AND SUBCONTRACTING

This Agreement shall not be assigned or transferred by a party without the written approval of the other party.

14.0 MERGER CLAUSE

This Agreement shall constitute the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreement, oral and written relating hereto.

15.0 STATUS OF UNIVERSITY AND AGENCY

The parties expressly understand and agree that the students enrolled in the Program are in attendance for educational purposes, and such students are not considered employees of either AGENCY or UNIVERSITY for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or Workers' Compensation insurance. Students are, however, considered members of Affiliate's "workforce" for purposes of HIPAA compliance

16.0 NOTICES

Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below.

UNIVERSITY:

California State University Fullerton  
Contracts & Procurement  
2600 East Nutwood Avenue, Suite 300  
Fullerton, CA 92831  
Attn: Angela Warren, Buyer III

AGENCY:

Los Angeles County  
Department of Children & Family Svcs.  
425 Shato Place  
Los Angeles, CA 90020

IN WITNESS THEREOF, the authorized representative of the parties have made and executed this Agreement the day and year first written above.

CALIFORNIA STATE UNIVERSITY,  
FULLERTON

LOS ANGELES COUNTY DEPARTMENT  
OF CHILDREN & FAMILY SERVICES

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Angela Warren

Name: \_\_\_\_\_

Title: Buyer III

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## CLINICAL INTERNSHIP AGREEMENT

This Agreement is between the Los Angeles County Department of Children and Family Services (DCFS), 425 Shatto Place, Los Angeles, CA 90020, ("Agency") and California State University, Los Angeles, 5151 State University Drive, Los Angeles, CA 90032, ("University"), and is effective as of September 20, 2011.

- A. Agency owns and operates a center which provides various social work services to clients within the community.
- B. University operates fully accredited health sciences programs offering graduate/undergraduate degrees in nursing, physical therapy, occupational therapy, social work, communication disorders, kinesiology, nutrition and child family studies.
- C. The parties will both benefit by making a clinical training Program for Master of Social Work and Bachelor of Social Work or other Bachelor degree programs interns in disciplines acceptable for hire by the Department available to University students at Agency.

The parties agree as follows:

### I. GENERAL INFORMATION ABOUT THE PROGRAM

- A. The maximum number of University students who may participate in the Program during each training period shall be mutually agreed by the parties at least 30 days before the training period begins.
- B. The starting date and length of each Program training period shall be determined by mutual agreement.

### II. UNIVERSITY'S RESPONSIBILITIES

- A. Student Profiles. University shall advise each student enrolled in the Program to complete and send to Agency a student profile on a form to be agreed by the parties, which shall include the student's name, address, and telephone number. Each student shall be responsible for submitting his or her student profile before the Program training period begins. Agency shall regard this information as confidential and shall use the information only to identify each student.
- B. Schedule of Assignments. University shall notify Agency's Program supervisor of student assignments, including the name of the student, level of academic preparation, and length and dates of proposed clinical experience.
- C. Program Coordinator. University shall designate a faculty member to coordinate with Agency's designee in planning the Program to be provided to students.

- D. Orientation Program. University instructors shall attend an orientation provided by Agency, and shall provide a similar orientation to students at the beginning of their enrollment in the Program.
- E. Records. University shall maintain all personnel records for its staff and all academic records for its students.
- F. Student Responsibilities. University shall notify students in the Program that they are responsible for:
- 1) Complying with Agency's clinical and administrative policies, procedures, rules and regulations;
  - 2) Arranging for their own transportation and living arrangements if not provided by University;
  - 3) Assuming responsibility for their personal illnesses, necessary immunizations, tuberculin tests, and annual health examinations;
  - 4) Maintaining the confidentiality of client information as applicable in Welfare and Institutions Code sections 827 and 10850 as well as all applicable federal, state and municipal laws, regulations, etc:
    - a) No student shall have access to or have the right to receive any case record, except when necessary in the regular course of the clinical experience. The discussion, transmission, or narration in any form by students of any individually identifiable client information, medical or otherwise, obtained in the course of the Program is forbidden except as a necessary part of the practical experience;
    - b) Neither University nor its employees or agents shall be granted access to individually identifiable information unless the client has first given consent using a form approved by Agency that complies with applicable municipal, state and federal laws and regulations.
    - c) Agency shall reasonably assist University in obtaining client consent in appropriate circumstances. In the absence of consent, students shall use de-identified information only in any discussions about the clinical experience with University, its employees, or agents.
  - 5) Complying with Agency's dress code and wearing name badges identifying themselves as students;
  - 6) Attending an orientation to be provided by their University instructors;

- 7) Notifying Agency immediately of any violation of state or federal laws by any student; and
  - 8) Providing services to Agency's clients only under the direct supervision of Agency's professional staff.
- G. Payroll Taxes and Withholdings. University shall be solely responsible for any payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for University's employees and agents, if any, who provide services to the Program under this Agreement. Students are not employees or agents of the University and shall receive no compensation for their participation in the Program, either from University or Agency.

### III. AGENCY'S RESPONSIBILITIES

- A. Clinical Experience. Agency shall accept from University the mutually agreed upon number of students enrolled in the Program and shall provide the students with supervised clinical experience.
- B. Agency Designee. Agency shall designate a member of its staff to participate with University's designee in planning, implementing, and coordinating the Program.
- C. Orientation Program for University Instructors. Agency shall provide an orientation for University instructors who will oversee students in the Program, and shall include all information and materials that University instructors are to provide during the student orientation required in paragraphs II.D and II.F.6) above.
- D. Access to Facilities. Agency shall permit students enrolled in the Program access to Agency facilities as appropriate and necessary for their Program, provided that the students' presence shall not interfere with Agency's activities.
- E. Records and Evaluations. Agency shall maintain complete records and reports on each student's performance and provide an evaluation to University on forms the University shall provide.
- F. Withdrawal of Students. Agency may request that University withdraw from the program any student who Agency determines is not performing satisfactorily, refuses to follow Agency's administrative policies, procedures, rules and regulations, or violates any federal or state laws. Such requests must be in writing and must include a statement as to the reason or reasons for Agency's request. University shall comply with the written request within five (5) days after actually receiving it.
- G. Emergency Health Care/First Aid. Agency shall, on any day when a student is receiving training at its facilities, provide to that student necessary emergency health care or first aid for accidents occurring in its facilities. Except as provided in this paragraph, Agency shall have no obligation to furnish medical or surgical care to any student.

- H. Student Supervision. Agency shall permit students to perform services for clients only when under the supervision of an approved, registered, licensed, or certified professional clinician on Agency's staff. Such clinicians or professionals are to be certified or licensed in the discipline in which supervision is provided. Students shall work, perform assignments, and participate in case management and/or staff meetings, and in-service educational programs at the discretion of their Agency-designated supervisors. Students are to be regarded as trainees, not employees, and are not to replace Agency's staff.
- I. Agency's Confidentiality Policies. As trainees, students shall be considered members of Agency's "workforce," and shall be subject to Agency's policies respecting confidentiality of case information. In order to ensure that students comply with such policies, Agency shall provide students with substantially the same training that it provides to its regular employees.

#### IV. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all students receiving clinical training pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age or veteran status.

#### V. STATUS OF UNIVERSITY AND AGENCY

The parties expressly understand and agree that the students enrolled in the Program are in attendance for educational purposes, and such students are not considered employees of either Agency or University for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance.

#### VI. INSURANCE

- A. University Insurance. University shall procure and maintain in force during the term of this Agreement, at its cost and expense, commercial insurance coverage or a program of self-insurance or any combination thereof, to satisfy the following requirements. Such coverage shall include, commercial general liability insurance with limits of not less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) general aggregate and professional liability insurance with limits of not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. The University shall maintain and provide evidence of workers' compensation and disability coverage for its employees as required by State of California law. Insurance coverage shall be obtained from a carrier rated A: VII or better by AM Best or a qualified program of self-insurance. University shall provide Agency with evidence of all insurance required under this paragraph. University shall name Agency as an additional insured under commercial general liability coverage. University shall promptly notify Agency of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

- B. Student Insurance: University does not provide medical, health, or non-travel accident insurance for students participating in field placements. Students of the University that are enrolled in social work program internships are covered by special insurance, which each student maintains as a prerequisite for participating in the clinical training program at the Facility. Student(s) shall be responsible to maintain and show proof of professional liability insurance coverage (either independently or on Institution's policy). Facility may request students to provide certificates of insurance verifying coverage limits. University shall inform each student in the Program that they shall procure at the student's sole cost and expense, professional liability insurance in amounts reasonably necessary to protect the student against liability arising from any and all negligent acts or incidents caused by the student. Coverage under such professional liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A: VII or better by AM Best. University shall require each student in the Program to present evidence of his or her professional liability coverage to Agency, upon request. In addition, students that travel as a part of the Student's Internship assignment shall maintain personal automobile liability insurance and current Driver's License.
- C. Agency Insurance. Agency shall procure and maintain in force during the term of this Agreement, at its cost and expense, commercial insurance or a program of self-insurance or any combination thereof, to satisfy the following requirements. Such coverage shall include commercial general liability insurance with limits of not less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) general aggregate and professional liability insurance with limits of not less than one million dollars (\$1,000,000) for each occurrence and three million (\$3,000,000) in the aggregate... Agency shall also maintain and provide evidence of workers' compensation and disability coverage for its employees as required by California law. Insurance coverage is to be obtained from a carrier rated A: VII or better by AM Best or a qualified program of self-insurance. Agency shall provide University with evidence of the insurance coverage required by this paragraph. Agency shall name University as an additional insured under commercial general liability coverage. Agency shall promptly notify University of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

## VII. INDEMNIFICATION.

- A. University agrees to indemnify, defend and hold harmless Agency and its affiliates, directors, trustees, officers, agents, and employees, from and against any and liability, including but not limited to claims, demands, damages, costs, expenses of whatever nature, (including reasonable attorney, and expert witness fees), arising out of or resulting from the University's sole negligence, or in proportion to the University's comparative fault relating to this Agreement.
- B. Agency agrees to indemnify, defend, and hold harmless University and its affiliates, directors, trustees, officers, agents, and employees, from and against any and liability, including but not limited to claims, demands, damages, costs, expenses of whatever

nature, (including reasonable attorney and expert witness fees), arising out of or resulting from the Agency's sole negligence, or in proportion to the Agency's comparative fault relating to this Agreement.

#### VIII. TERM AND TERMINATION

- A. Term. This Agreement shall be effective as of the date first written above and shall remain in effect for (3) three years, terminating on **September 20, 2014**.
- B. Renewal. This Agreement may be renewed by mutual agreement.
- C. Termination. This Agreement may be terminated at any time by the written agreement or upon 30 days' advance written notice by one party to the other, PROVIDED, HOWEVER, that in no event shall termination shall take effect with respect to currently enrolled students, who shall be permitted to complete their training for any semester in which termination would otherwise occur.

#### IX. GENERAL PROVISIONS

- A. Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.
- B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.
- C. Captions. Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.
- D. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- E. Entire Agreement. This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.
- F. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.
- G. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

**TO UNIVERSITY:**

California State University, Los Angeles  
5151 State University Drive  
ADM 501  
Los Angeles, CA 90032  
Attn: Thomas Johnson  
Director, Procurement & Contracts

**TO AGENCY:**

Department of Children & Family Services (DCFS)  
Education and Licensure  
532 E. Colorado Blvd. 5<sup>th</sup> Floor  
Pasadena, CA 91101

X. EXECUTION

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

UNIVERSITY

AGENCY

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Thomas Johnson

Name: \_\_\_\_\_

Title: Director, Procurement & Contracts

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## SOCIAL WORK FIELD EDUCATION PRACTICUM AGREEMENT

This Agreement is between the Los Angeles County Department of Children and Family Services, ("Site") and The Trustees of the California State University, California State University, Northridge ("University"), and is effective as of \_\_\_\_\_, 20\_\_

- A. The Site is a public child welfare agency.
- B. University operates a program offering a Master of Social Work degree. This program has been accepted for candidacy by the Council on Social Work Education (CSWE).
- C. The purpose of this agreement is to provide the graduate training for the Master of Social Work. The parties will both benefit by making a clinical training program ("Program") available to University students at Site.

The parties agree as follows:

### I. UNIVERSITY'S RESPONSIBILITIES

A. Student Profile. University shall make available to Site a Field Application Student Profile which shall include the student's name, address, telephone number, and other pertinent information. Each student shall be responsible for submitting his or her student profile before the Program training period begins. Site shall regard this information as confidential and shall use the information only to identify each student.

B. Schedule of Assignments. University shall notify the supervisor at Site of student assignment, including the name of the student, level of academic preparation, and length and dates of proposed experience. The maximum number of students that participate in the program shall be mutually agreed by the parties. The starting date and length of each Program training period shall be mutually agreed by the parties.

C. Program Coordinator. University shall designate a faculty member to coordinate with Site's designee in planning the Program to be provided to students.

D. Records. University shall maintain all personnel records for its staff and all academic records for its students.

E. Student Responsibilities. University shall notify students in the program that they are responsible for:

- 1) Complying with Site's administrative policies, procedures, rules and regulations;
- 2) Arranging for his/her own transportation and living arrangements;

3) Assuming responsibility for personal illnesses, necessary immunizations, tuberculin tests, annual health examinations and other requirements as identified by the Site;

4) Maintaining the confidentiality of case files.

a) Case files may be inspected only when necessary in the regular course of the clinical experience. Students are expected to follow all applicable federal, state, and local laws and regulations regarding the privilege and confidentiality of case information, including, but not limited to, California Welfare and Institutions Code, sections 827 and 10850.

5) Complying with Site's dress code and wearing name badges identifying themselves as students, if specified by Site.

6) Insurance requirements. See Section V, Paragraph B.

F. Field Experience Plan. University shall assist in establishing a plan/learning agreement for the field experience by mutual agreement between the Site's representative and the University's Field Faculty representative.

G. Field Conference. University shall facilitate periodic conferences between appropriate representatives of the Field Faculty and Site to evaluate the field experience program provided under this Agreement.

H. Payroll Taxes and Withholdings. University shall be solely responsible for any payroll taxes, withholdings, and insurance or benefits of any kind for University's employees, if any, who provide services to the Program under this Agreement. Students are not employees or agents of the University and shall receive no compensation for their participation in the Program, from the University.

## II. SITE RESPONSIBILITIES

A. Field Experience. Site shall accept from University the student and shall provide the student with a supervised field experience.

B. Site Designee. Site shall designate a member of its staff to participate with University's designee in planning, implementing, and coordinating the Program. Site shall notify the University's Director of Field Education in advance of any change in the Site's personnel appointments that may affect the student field program.

C. Access to Facilities. Site shall permit students enrolled in the Program access to Site facilities as appropriate and necessary for their Program, provided that the students' presence shall not interfere with Site's activities.

D. Records and Evaluations. Site shall maintain complete records and reports on student's performance and provide an evaluation to University on forms the University shall provide.

C. Withdrawal of Students. Site may request that University withdraw from the program any student whom Site determines is not performing satisfactorily, refuses to follow Site's administrative policies, procedures, rules and regulations, or violates any federal or state laws. Such requests must be in writing. Once the University receives the request in writing, the University will take appropriate steps to comply.

D. Emergency Health Care/First Aid. Site shall, on any day when a student is receiving training at its facilities, provide to that student necessary emergency health care or first aid for accidents occurring in its facilities. Except as otherwise provided in this agreement, Site shall have no obligation to furnish medical or surgical care to any student.

E. Confidentiality of Case Files. Case files may be inspected only in accordance with California Welfare and Institutions Codes, including but not limited to, Sections 827 and 10850. In order to ensure that students comply with such policies, the Site shall provide comparable training to students that it provides to its employees.

### III. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all students receiving field education training pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age or veteran status.

### IV. STATUS OF STUDENTS

The parties expressly understand and agree that the students enrolled in the Program are in attendance for educational purposes, and such students are not considered employees of University or of the Site for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance.

### V. INSURANCE

A. University Insurance. University shall procure and maintain in force during the term of this Agreement, at its sole option, cost and expense, commercial insurance coverage or a program of self-insurance or any combination thereof, to satisfy the following requirements. Such coverage shall include commercial general liability insurance with limits of not less than one million dollars (\$1,000,000) for each occurrence and two million

dollars (\$2,000,000) general aggregate and professional liability insurance with limits of not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. The University shall also maintain and provide evidence of workers' compensation and disability coverage for its employees as required by State of California law. Insurance coverage shall be obtained from a carrier rated A: VII or better by AM Best or through a qualified program of self-insurance. University shall provide Site with evidence of all insurance required under this paragraph, which shall provide for not less than thirty (30) days notice of cancellation to Site. University shall name Site as an additional insured under commercial general liability coverage. University shall promptly notify Site of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

- B. Student Insurance: Student(s) shall be responsible to maintain and show proof of general and professional liability insurance coverage (either independently or on Institution's policy). Site may request students to provide certificates of insurance verifying coverage limits. University shall inform each student in the Program that they shall procure at the student's sole cost and expense, general and professional liability insurance in amounts reasonably necessary to protect the student against liability arising from any and all negligent acts or incidents caused by the student. Coverage under such commercial general liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) general aggregate and coverage under such professional liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A: VII or better by AM Best. University shall require each student in the Program to present evidence of his or her professional liability coverage to Site, upon request. In addition, students that travel as a part of the Student's Internship assignment shall maintain personal automobile liability insurance and current Driver's License.
- C. Site Insurance. Site shall procure and maintain in force during the term of this Agreement, at its sole option, cost and expense, commercial insurance coverage or a program of self-insurance or any combination thereof, to satisfy the following requirements. Such coverage shall include commercial general liability insurance with limits of not less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) general aggregate and professional liability insurance with limits of not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Site shall also maintain and provide evidence of workers' compensation and disability coverage for its employees as required by State of California law. Insurance coverage shall be obtained from a carrier rated A: VII or better

by AM Best or through a qualified program of self-insurance. Site shall provide University with evidence of all insurance coverage required by this paragraph, which shall provide for not less than thirty (30) days notice of cancellation to University. Site shall name University as an additional insured under commercial general liability coverage. Site shall promptly notify University of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

## VI. INDEMNIFICATION.

A. University agrees to indemnify, defend and hold harmless Site and its affiliates, directors, trustees, officers, agents, and employees, from and against any and all liability, including but not limited to claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney's fees, arising out of or resulting from University's sole negligence, or in proportion to the University's comparative fault relating to this Agreement.

B. Site agrees to indemnify, defend, and hold harmless University and its affiliates, directors, trustees, officers, agents, and employees, from and against any and all liability, including but not limited to claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney's fees, arising out of or resulting from Site's sole negligence, or in proportion to the Site's comparative fault relating to this Agreement.

## VII. TERM AND TERMINATION

A. Term. This Agreement shall be effective as of the date first written above and shall remain in effect for three years.

B. Renewal. This Agreement may be renewed by mutual agreement.

C. Termination. This Agreement may be terminated at any time by the written agreement or upon 30 days' advance written notice by one party to the other, PROVIDED, HOWEVER, that in no event shall termination take effect with respect to currently enrolled students, who shall be permitted to complete their training for any semester in which termination would otherwise occur.

## VIII. GENERAL PROVISIONS

A. Amendments. This Agreement may otherwise be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.

B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

C. Attorney's Fees. In the event that any action is brought by either party to enforce or interpret the terms of this Agreement, each party shall bear its own attorney's fees and costs.

D. Captions. Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.

E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

F. Entire Agreement. This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

G. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

H. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below.

**Notice to AGENCY shall be addressed as follows:**

**Maria Camarillo or Designee of DCFS  
LA. Co. Dept. of Children & Family Services  
Education & Licensure Programs  
532 Colorado Blvd., 5<sup>th</sup> Floor  
Pasadena, CA. 91101**

**Notice to UNIVERSITY shall be addressed as follows:**

**CSUN  
Purchasing Department  
1 8111 Nordhoff Street  
Northridge, CA 91330-8226**

## IX. EXECUTION

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

UNIVERSITY  
California State University, Northridge  
  
Purchasing & Contract Administration  
  
18111 Nordhoff  
Northridge, CA 91330-8231

818/677-2301      fax: 818/677-6544

By: \_\_\_\_\_  
Name: Annie Tan  
Title: Buyer III, Purchasing &  
Contract Administration  
Date: \_\_\_\_\_

SITE  
Los Angeles County Department of  
Children and Family Services  
425 Shatto Place  
Los Angeles, CA 90020

Phone #: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Master of Social Work Program  
College of Social and Behavioral Sciences  
18111 Nordhoff Street  
Northridge, CA 91330-8226

**AGREEMENT FOR CLINICAL AND INSTRUCTIONAL PROGRAMS  
BETWEEN  
LOMA LINDA UNIVERSITY  
AND  
LOS ANGELES COUNTY, DEPARTMENT OF CHILDREN & FAMILY  
SERVICES**

**THIS AGREEMENT**, made by and between **LOMA LINDA UNIVERSITY**, hereinafter called "the University" and **LOS ANGELES COUNTY, DEPARTMENT OF CHILDREN AND FAMILY SERVICES**, hereinafter called "the Agency."

**WITNESSETH**

**THAT WHEREAS** the University has established approved Clinical Programs of special training covered by this Agreement and set forth in Exhibit "A" attached hereto and incorporated herein by this reference, hereinafter referred to as "the Program"; and

**WHEREAS** the Program requires facilities where students can obtain the clinical learning experience required in the curriculum; and

**WHEREAS** the Agency has the clinical setting and equipment needed by Program trainees as part of their practical learning experience;

**NOW THEREFORE** in consideration of the foregoing and of the mutual promises set forth herein, the University and the Agency agree as follows:

**1. RESPONSIBILITIES OF THE AGENCY**

1.1 The Agency will provide suitable clinical experience situations as prescribed by the Program curriculum and objectives to be provided by the University under paragraph 2.3 below. It is understood that in no case shall students replace regular staff.

1.2 The Agency will designate appropriate personnel to coordinate the student's clinical learning experience in the Program. This will involve planning between responsible University faculty and designated Agency personnel for the assignment of

students to specific clinical cases and experiences, including selected conferences, clinics, courses and programs conducted under the aegis of the Agency. The Agency will designate and submit in writing to the University the name and professional and academic credentials of a person to be responsible for the Clinical Education Program. That person will be known as the Clinical Education Supervisor. The Agency will notify the University in writing of any change or proposed change of the Clinical Education Supervisor.

1.3 The Agency will permit, on reasonable request, and subject to, any and all confidentiality laws, the inspection of clinical and related facilities by agencies charged with responsibility for accreditation of the University.

1.4 The Agency will recommend to the University the withdrawal of a Program student if: (a) the achievement, progress, adjustment or health of the student does not warrant a continuation at the Agency, or (b) the behavior of the student fails to conform to the applicable regulations of the Agency. The Agency will assist the University, if necessary, in implementing this recommendation.

1.5 The Agency reserves the right, exercisable in its discretion after consultation with the University, to exclude any student from its premises in the event that such person's conduct or state of health is deemed objectionable or detrimental, having in mind the proper administration of said Agency.

1.6 The Agency shall provide all equipment and supplies needed for clinical instruction at the Agency. The student's name/identification badge shall be provided by the University.

1.7 If permitted to do so by law, the Agency shall provide necessary emergency care or first aid required by an accident occurring at the Agency for a University participant under this program and, except as herein provided, Agency will have no obligation to furnish medical or surgical care to any student.

1.8 The Agency will provide the University with a copy of the written

regulations which will govern the student's activities while at the Agency. The University will advise students of these regulations.

1.9 The Agency will maintain records and reports on each student's performance as specified by each program and provide an evaluation to the University on forms provided by the University.

1.10 The Agency will ensure that student(s) exposed to tuberculosis at clinical Agency will be managed according to the policy of the Agency. Agency agrees to notify the University's Student Health Service of the occurrence of such exposure to University student(s).

## **2. RESPONSIBILITIES OF THE UNIVERSITY**

2.1 The University will withdraw a student from the clinical program at the Agency if, after consultation in accord with paragraph 1.5, the University determines such action to be warranted.

2.2 It shall be the responsibility of the Academic Coordinator of Clinical Education, after consultation with the Agency, to help plan the clinical educational program for student clinical experiences.

2.3 The University will provide the Agency with an annual announcement or description of the program, curriculum and objectives to be achieved at the Agency.

2.4 The University will require all students to abide by the policies of the Agency while using its facilities. University students will be expected to conduct themselves in a professional manner; their attire as well as their appearance will conform to the accepted standards of the Agency.

2.5 The University assures that all students are covered by health and liability (malpractice insurance) as set forth in paragraph 5.1 below. The University shall inform students that travel as a part of the student's internship assignment that they shall maintain personal automobile liability insurance and current Driver's License.

2.6 The University will assign to the Agency only those students who have

satisfactorily completed the prerequisite didactic portion of the curriculum.

2.7 The University will ensure that, prior to clinical placement, each student has taken or declined the Hepatitis B series and has had instruction in occupational exposure to bloodborne pathogens, protective practices to avoid contamination, and procedures for decontamination in case of exposure, or potential exposure, to infectious materials or potentially infectious materials.

2.8 The University will agree that each student participating in Allied Health Programs shall be subject to drug/alcohol screening policy in effect at Agency during the time of the clinical experience. Positive drug test results shall be submitted to the University Program Director for action according to University Policy.

2.9 The University will ensure that, prior to clinical placement, each student will be skin tested for tuberculosis with the PPD test. University will determine frequency of retesting for student(s) based on University Protocol and Guidelines.

2.10 The University will ensure that, prior to clinical placement, each student will provide to University documentation of required immunization (s) as follows: (a) Measles, Mumps, Rubella (MMR); b) Tetanus/Diphtheria booster; c) Chickenpox; and d) Ruboela (2MMRs).

2.11 The University will provide to Agency a copy of a personal information sheet and a set of fingerprints for students if requested to do so by the Agency.

### **3. RESERVATION OF RIGHTS; PLACEMENT**

The University reserves the right to withhold placement of Program students depending upon the availability of facilities and personnel to adequately provide a satisfactory field experience.

### **4. DEPARTMENTAL LETTER AGREEMENTS AUTHORIZED**

Recognizing that the specific nature of the clinical experience may vary, it is agreed by the University and the Agency upon execution of this Agreement and within the scope of its provisions, the University departments may develop letter agreements

with their clinical counterparts in the Agency to formalize operational details of the Clinical Education Program.

## **5. UNIVERSITY INSURANCE AND INDEMNIFICATION**

The University shall at its sole cost and expense, provide coverage for its activities in connection with this Agreement by maintaining in full force and effect programs of insurance and/or self-insurance as follows:

- A. Hospital Professional Liability coverage with limits of one million dollars (\$1,000,000.00) per occurrence and an aggregate of three million dollars (\$3,000,000.00).
- B. General Liability coverage with a limit of one million dollars (\$1,000,000) per occurrence and an aggregate of three million dollars (\$3,000,000). The University shall name the Agency as an additional insured under commercial General Liability coverage.
- C. Workers' Compensation coverage covering University's full liability as required under California state law.
- D. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties, against other insurable risks relating to this Agreement.

It should be expressly understood, however, that the coverage required under this Section 5.A. and B. shall not in any way limit the liability of University.

The University, upon the execution of this Agreement, shall furnish Agency with certificates evidencing compliance with these insurance requirements. Certificates shall further provide for thirty (30) days advance written notice to Agency of any cancellation of the above coverage.

The University hereby agrees to defend, indemnify, and save harmless the Agency from any liability or damages the Agency may suffer as a result of claims, demands, costs, or judgments against it arising out of the operation of the program

covered by this Agreement resulting from the negligence of the University, its employees, students, or authorized agents. The Agency agrees to give the University notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby.

## **6. AGENCY INSURANCE AND INDEMNIFICATION**

The Agency shall provide at its sole cost and expense, coverage for its activities in connection with this Agreement by maintaining in full force and effect programs of insurance and or self-insurance as follows:

- A. Hospital Professional Liability coverage with limits of one million dollars (\$1,000,000) per occurrence and an aggregate of three million dollars (\$3,000,000).
- B. General Liability coverage with a limit of one million dollars (\$1,000,000) per occurrence and an aggregate of three million dollars (\$3,000,000).
- C. Workers' Compensation coverage covering Agency's full liability as required under California state law.
- D. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties, against other insurable risks relating to this Agreement.

It should be expressly understood, however, that the coverage required under this Section 6.A. and B. shall not in any way limit the liability of Agency.

The Agency, upon the execution of this Agreement, shall furnish University with certificates evidencing compliance with these insurance requirements. Certificates shall further provide for thirty (30) days advance written notice to University of any cancellation of the above coverage.

The Agency hereby agrees to defend, indemnify, and save harmless the University from any liability or damage the University may suffer as a result of claims, demands, costs, or judgments against it arising out of the operation of the program

covered by this Agreement resulting from the negligence of the Agency, its employees, or authorized agents. The University agrees to give the Agency notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby.

#### **7. NONDISCRIMINATION**

The Agency and the University agree that neither will discriminate against a beneficiary of services provided by the Agency in the performance of this Agreement against any individual on the basis of age, sex, race, color, religious belief, national origin or physical handicap. The Agency understands that the University is a religious nonprofit corporation and holds various rights, privileges and exemptions under federal and state constitutions and laws as an educational institution, including but not limited to 42 USC secs. 2000e-1, 2000e-2; Federal Executive Order 11246 (as amended); 41 CFR secs. 60-1.5(a)(5); 20 USC sec. 1681(a)(3); 34 CFR secs. 106.12(a) (b), 106.21, 106.31, 106.39, 106.40, 106.51 and 106.57; California Government Code sec. 12926(d)(1); and Title II, Division 4, Chapter 2, Sec. 7286.5 of the California Code of Regulations, the First Amendment to the United States Constitution and Article I, sec. 4 of the California Constitution.

#### **8. TERMINATION**

This Agreement will be effective on a continuing basis unless otherwise stipulated in writing and signed in advance of the effective date by both parties. Either party may terminate this Agreement upon ninety (90) days written notice to the other party except that if the University terminates the Agreement based on lack of funding, the ninety (90) day notice requirement shall not apply. The notice required under this clause shall be sent by certified registered mail.

If the termination date occurs while a student of the University has not completed his or her clinical learning experience at the Agency and is in good standing with the Agency, the student shall be permitted to complete the scheduled clinical learning experience, and the University and the Agency shall cooperate to accomplish this goal.

## **9. INDEPENDENT AGREEMENTOR STATUS**

The parties hereby acknowledge that they are independent agreementors. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. The Agency and the University shall be liable for their own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No student shall look to Agency for any salaries, insurance or other benefits. Students shall not be considered employees for any purpose including Worker's Compensation.

## **10. CONFIDENTIALITY**

The University will require students to maintain the confidentiality of patient information obtained during the clinical or instructional experience at the Agency. This includes the confidentiality requirement by Welfare & Institutions Code Sections 827 and 10850. All information obtained from patients, their records or computerized data is to be held in confidence and no copies of patient records shall be made. It shall be required of students and supervising faculty that they not identify patients in papers, reports or case studies without first obtaining permission of the Agency and the patient, utilizing the patient confidentiality policies and procedures of the Agency.

## **11. NONASSIGNMENT AND SUBAGREEMENTING**

This Agreement shall not be assigned or transferred by the Agency without the written approval of the University. This Agreement (and its attachments, if any) constitute the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto.

## **12. GENERAL**

The parties to this agreement acknowledge that the Agency retains the professional and administrative responsibility for patient care and the services it provides.

The parties understand that the Agency must comply with all State and Federal regulations applicable to the running of the Agency, therefore, as a service provider, the Agency acknowledges that it is in full compliance with all Joint Commission, Title 22, Medicare and all other State and Federal regulations.

**13. NOTICES**

Notices required under this Agreement shall be mailed to the parties at the following addresses:

**University:**

Dean, School of Science & Technology  
Loma Linda University  
Loma Linda, CA 92354

**Agency:**

Manager  
Los Angeles County  
Department of Children & Family Services  
Education and Licensure Programs  
532 E. Colorado Blvd, 5<sup>th</sup> Floor  
Pasadena, CA 91101

**IN WITNESS WHEREOF**, the authorized representative of the parties have executed this Agreement effective November 1, 2010, by and between **LOMA LINDA UNIVERSITY** ("University") and Los Angeles County, Department of Children & Family Services ("Agency").

**University:**

LOMA LINDA UNIVERSITY  
Loma Linda, CA 92350

**Agency:**

Los Angeles County  
Department of Children & Family Services  
425 Shatto Place  
Los Angeles, CA 90020

By \_\_\_\_\_  
Richard H. Hart, MD, DrPH  
President

By \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By \_\_\_\_\_  
Beverly Buckles, D.S.W.  
Dean, School of Science & Technology

Date: \_\_\_\_\_

By \_\_\_\_\_  
Froylana Heredia Miller, LCSW  
Director of Field Education

Date: \_\_\_\_\_

08-03-11

Sb/Aff Agmt LLU & LA County Children & Family Svcs

**EXHIBIT A**

## SOCIAL WORK FIELD EDUCATION PRACTICUM AGREEMENT

This Agreement is between the Los Angeles County Department of Children and Family Services, ("Site") and The Trustees of University of California, Los Angeles (UCLA) ("University"), and is effective as of **January 25, 2012**.

- A. The Site is a public child welfare agency.
- B. University operates a program offering a Master of Social Work degree. This program has been accepted for candidacy by the Council on Social Work Education (CSWE).
- C. The purpose of this agreement is to provide the graduate training for the Master of Social Work. The parties will both benefit by making a clinical training program ("Program") available to University students at Site.

The parties agree as follows:

### I. UNIVERSITY'S RESPONSIBILITIES

- A. Student Profile. University shall make available to Site a Field Application Student Profile which shall include the student's name, address, telephone number, and other pertinent information. Each student shall be responsible for submitting his or her student profile before the Program training period begins. Site shall regard this information as confidential and shall use the information only to identify each student.
- B. Schedule of Assignments. University shall notify the supervisor at Site of student assignment, including the name of the student, level of academic preparation, and length and dates of proposed experience. The maximum number of students that participate in the program shall be mutually agreed by the parties. The starting date and length of each Program training period shall be mutually agreed by the parties.
- C. Program Coordinator. University shall designate a faculty member to coordinate with Site's designee in planning the Program to be provided to students.
- D. Records. University shall maintain all personnel records for its staff and all academic records for its students.
- E. Student Responsibilities. University shall notify students in the program that they are responsible for:
  - 1) Complying with Site's administrative policies, procedures, rules and regulations;
  - 2) Arranging for his/her own transportation and living arrangements;

3) Assuming responsibility for personal illnesses, necessary immunizations, tuberculin tests, annual health examinations and other requirements as identified by the Site;

4) Maintaining the confidentiality of case files.

a) Case files may be inspected only when necessary in the regular course of the clinical experience. Students are expected to follow all applicable federal, state, and local laws and regulations regarding the privilege and confidentiality of case information, including, but not limited to, California Welfare and Institutions Code, sections 827 and 10850.

5) Complying with Site's dress code and wearing name badges identifying themselves as students, if specified by Site.

6) Insurance requirements. See Section V, Paragraph B.

F. Field Experience Plan. University shall assist in establishing a plan/learning agreement for the field experience by mutual agreement between the Site's representative and the University's Field Faculty representative.

G. Field Conference. University shall facilitate periodic conferences between appropriate representatives of the Field Faculty and Site to evaluate the field experience program provided under this Agreement.

H. Payroll Taxes and Withholdings. University shall be solely responsible for any payroll taxes, withholdings, and insurance or benefits of any kind for University's employees, if any, who provide services to the Program under this Agreement. Students are not employees or agents of the University and shall receive no compensation for their participation in the Program, from the University.

## II. SITE RESPONSIBILITIES

A. Field Experience. Site shall accept from University the student and shall provide the student with a supervised field experience.

B. Site Designee. Site shall designate a member of its staff to participate with University's designee in planning, implementing, and coordinating the Program. Site shall notify the University's Director of Field Education in advance of any change in the Site's personnel appointments that may affect the student field program.

C. Access to Facilities. Site shall permit students enrolled in the Program access to Site facilities as appropriate and necessary for their Program, provided that the students' presence shall not interfere with Site's activities.

D. Records and Evaluations. Site shall maintain complete records and reports on student's performance and provide an evaluation to University on forms the University shall provide.

C. Withdrawal of Students. Site may request that University withdraw from the program any student whom Site determines is not performing satisfactorily, refuses to follow Site's administrative policies, procedures, rules and regulations, or violates any federal or state laws. Such requests must be in writing. Once the University receives the request in writing, the University will take appropriate steps to comply.

D. Emergency Health Care/First Aid. Site shall, on any day when a student is receiving training at its facilities, provide to that student necessary emergency health care or first aid for accidents occurring in its facilities. Except as otherwise provided in this agreement, Site shall have no obligation to furnish medical or surgical care to any student.

E. Confidentiality of Case Files. Case files may be inspected only in accordance with California Welfare and Institutions Codes, including but not limited to, Sections 827 and 10850. In order to ensure that students comply with such policies, the Site shall provide comparable training to students that it provides to its employees.

### III. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all students receiving field education training pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age or veteran status.

### IV. STATUS OF STUDENTS

The parties expressly understand and agree that the students enrolled in the Program are in attendance for educational purposes, and such students are not considered employees of University or of the Site for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance.

### V. INSURANCE

A. University Insurance. University shall procure and maintain in force during the term of this Agreement, at its sole option, cost and expense,

commercial insurance coverage or a program of self-insurance or any combination thereof, to satisfy the following requirements. Such coverage shall include commercial general liability insurance with limits of not less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) general aggregate and professional liability insurance with limits of not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. The University shall also maintain and provide evidence of workers' compensation and disability coverage for its employees as required by State of California law. Insurance coverage shall be obtained from a carrier rated A: VII or better by AM Best or through a qualified program of self-insurance. University shall provide Site with evidence of all insurance required under this paragraph, which shall provide for not less than thirty (30) days notice of cancellation to Site. University shall name Site as an additional insured under commercial general liability coverage. University shall promptly notify Site of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

- B. Student Insurance: Student(s) shall be responsible to maintain and show proof of general and professional liability insurance coverage (either independently or on Institution's policy). Site may request students to provide certificates of insurance verifying coverage limits. University shall inform each student in the Program that they shall procure at the student's sole cost and expense, general and professional liability insurance in amounts reasonably necessary to protect the student against liability arising from any and all negligent acts or incidents caused by the student. Coverage under such commercial general liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) general aggregate and coverage under such professional liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A: VII or better by AM Best. University shall require each student in the Program to present evidence of his or her professional liability coverage to Site, upon request. In addition, students that travel as a part of the Student's Internship assignment shall maintain personal automobile liability insurance and current Driver's License.
- C. Site Insurance. Site shall procure and maintain in force during the term of this Agreement, at its sole option, cost and expense, commercial insurance coverage or a program of self-insurance or any combination thereof, to satisfy the following requirements. Such coverage shall include commercial general liability insurance with limits of not less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) general aggregate and professional liability insurance with

limits of not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Site shall also maintain and provide evidence of workers' compensation and disability coverage for its employees as required by State of California law. Insurance coverage shall be obtained from a carrier rated A: VII or better by AM Best or through a qualified program of self-insurance. Site shall provide University with evidence of all insurance coverage required by this paragraph, which shall provide for not less than thirty (30) days notice of cancellation to University. Site shall name University as an additional insured under commercial general liability coverage. Site shall promptly notify University of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

## VI. INDEMNIFICATION.

A. University agrees to indemnify, defend and hold harmless Site and its affiliates, directors, trustees, officers, agents, and employees, from and against any and all liability, including but not limited to claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney's fees, arising out of or resulting from University's sole negligence, or in proportion to the University's comparative fault relating to this Agreement.

B. Site agrees to indemnify, defend, and hold harmless University and its affiliates, directors, trustees, officers, agents, and employees, from and against any and all liability, including but not limited to claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney's fees, arising out of or resulting from Site's sole negligence, or in proportion to the Site's comparative fault relating to this Agreement.

## VII. TERM AND TERMINATION

A. Term. This Agreement shall be effective as of the date first written above and shall remain in effect for three years.

B. Renewal. This Agreement may be renewed by mutual agreement.

C. Termination. This Agreement may be terminated at any time by the written agreement or upon 30 days' advance written notice by one party to the other, PROVIDED, HOWEVER, that in no event shall termination take effect with respect to currently enrolled students, who shall be permitted to complete their training for any semester in which termination would otherwise occur.

## VIII. GENERAL PROVISIONS

A. Amendments. This Agreement may otherwise be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.

B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

C. Attorney's Fees. In the event that any action is brought by either party to enforce or interpret the terms of this Agreement, each party shall bear its own attorney's fees and costs.

D. Captions. Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.

E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

F. Entire Agreement. This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

G. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

H. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below.

**Notice to AGENCY shall be addressed as follows:**

**Manager  
LA. Co. Dept. of Children & Family Services  
Education & Licensure Programs  
532 Colorado Blvd., 5<sup>th</sup> Floor  
Pasadena, CA. 91101**

**Notice to UNIVERSITY shall be addressed as follows:**

**Director of Field Education  
UCLA, Department of Social Welfare  
3250 Public Affairs Bldg., Box 951656  
Los Angeles, CA 90095-1656**

IX. EXECUTION

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

**UNIVERSITY**

University of California, Los Angeles  
Luskin School of Public Affairs  
Department of Social Welfare  
3250 Public Affairs Bldg., Box 951656  
Los Angeles, CA 90095-1656

(310) 825-2257

Regina Thomas [rthomas@ucla.edu](mailto:rthomas@ucla.edu)

**FOR THE DEPARTMENT:**

By: \_\_\_\_\_  
Name: Fernando Torres-Gil, Ph.D.  
Title: Chair, Department of Social Welfare

**FOR THE REGENTS:**

By: \_\_\_\_\_  
Name: Anastasia Loukaitou-Sideris, Ph.D.  
Title: Associate Dean

Date: \_\_\_\_\_

Master of Social Work Program

**SITE**

Los Angeles County Department of  
Children and Family Services  
Purchasing & Contract Admin.  
425 Shatto Place  
Los Angeles, CA 90020

Phone #: \_\_\_\_\_

E-Mail: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MEMORANDUM OF AGREEMENT**  
**Between**  
**UNIVERSITY OF SOUTHERN CALIFORNIA**  
**SCHOOL OF SOCIAL WORK,**  
**and**  
**THE COUNTY OF LOS ANGELES**  
**DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

- A. The School of Social Work, University of Southern California (the "School"), designates the **Department of Children and Family Services (DCFS)** (the "Agency") as a School approved setting for instruction in the School's program of education for social work.

The School and the Agency commit themselves to cooperative efforts, as described below, in provision of supervised educational field experience for students.

This agreement becomes effective on **July 1, 2010** and remains in force until **June 30, 2013**, except as provided below. This agreement may be renewed annually upon mutual agreement of the parties.

Either the School or the Agency may terminate this agreement at any time for any reason by providing at least 60 days advance notice to the other in writing that this agreement will be terminated, provided that students currently enrolled in the program at Agency at the time of notice of termination shall be given the opportunity to complete their clinical program at Agency. Every effort will be made to give as much notice as possible to the other party, regarding termination of this agreement, so as to minimize disruption to the student's education and the agency's service delivery system.

B. **THE SCHOOL AGREES TO:**

- 1) Work cooperatively with the Agency in designing appropriate field learning experiences to meet the objectives of the School's field education program.
- 2) Select and/or recommend for placement at the Agency students who appear to be most appropriate. It is understood that the Agency will have the opportunity to meet the students before placement begins. The Field Instructor will have access to information about the students, including: field placement forms, folders, and prior field evaluations.
- 3) Notify students in the program that they are responsible for maintaining the confidentiality of client information as applicable in Welfare and Institution Code Sections 827 and 10850 as well as all applicable federal, state and municipal laws and regulations. No student shall have access to or have the right to receive any

case record, except when necessary in the regular course of their learning experience. The discussion, transmission, or narration in any form by students of any individually identifiable client information, medical or otherwise, obtained in the course of the program is forbidden except as a necessary part of the practical experience.

- 4) After collaborative discussion with Field Instructor, carry final responsibility for decisions which affect the progress of the student, including the grade and awarding of credit.
- 5) Provide consultation to appropriate staff of the Agency in the general development of its field teaching program.
- 6) Provide opportunities for appropriate development of the Field Instructors through provision of meeting, institutes and seminars for experienced as well as beginning Field Instructors, and give adequate notice of such pertinent meetings and courses.
- 7) Provide a copy of the School's field manual plus other pertinent instructional material, such as: academic calendar, course outlines, field bulletins, evaluation guidelines, periodic updates.
- 8) Provide opportunities for appropriate evaluations of the performance of all parties to this agreement.
- 9) Keep Agency and Field Instructors informed about School activities and plans affecting field education.
- 10) Provide opportunities for Agency/Field Instructor participation in relevant School committees and activities.
- 11) Indemnify, defend and hold harmless Agency, its employees, agents and representatives, from all claims, actions, awards or judgments for damages, including but not limited to costs, expenses and attorneys fees where liability is found to exist solely by reason of the negligent acts or omissions of School's employees, agents, or representatives or in proportion to the University's comparative fault relating to this Agreement.
- 12) It is understood and agreed that University of Southern California student interns are not to be considered employees of the University of Southern California. Student interns are fulfilling specific requirements for pre-clinical or clinical experiences as a part of a degree program or otherwise. Student interns, in consideration of this service are paying for service under their tuition arrangements with the University of Southern California.
- 13) Notify students that they are subject, during their educational field experience at Agency, to applicable Agency regulations and that they must conform to the same

standards as are set for Agency's employees in matters relating to the welfare of clients or patients and general Agency operation.

- 14) The School requires that student interns obtain professional malpractice insurance through a blanket policy secured by the School, before beginning their field placement experience. The coverage liability limits are one million dollars (\$1,000,000) each claim and three million dollars (\$3,000,000) aggregate. Such coverage is to be obtained from a carrier rated A: VII or better by AM Best. University shall require each student in the Program to present evidence of his or her professional liability coverage to Agency, upon request. In addition, students that travel as a part of the Student's Internship assignment shall maintain personal automobile liability insurance and current Driver's License.

C. THE AGENCY AGREES TO:

- 1) Accept the policy of the School that students are assigned in accordance with the provisions of the federal and state civil right laws; also comply with all federal, state and local laws and ordinances concerning human subject research if students participate in a research program as part of a research team.
- 2) Adhere to the goals of the School as presented in its field education manual except in any circumstances wherein a said goal conflicts with Agency's stated policy, rule, or procedure.
- 3) Accept and treat the student's primary role as a learner and the field placement assignment as an educational experience. This includes the following:
  - a. permitting the student to receive needed support, assistance and instruction;
  - b. making available to the student appropriate cases and learning activities; and
  - c. permitting the student to participate in staff development and other training opportunities.
- 4) Provide the student with the resources necessary to carry out assigned educational and service tasks, including the following:
  - a. space that is sufficiently private for carrying on independent work and activity;
  - b. clerical service and supplies for records and reports produced for the agency; and
  - c. access to client and Agency records as appropriate to assigned tasks.

- 5) Provide qualified staff as Field Instructors for the student, subject to approval by the School.
- 6) Assure that each Field Instructor has adequate time within his/her work schedule to meet the requirements of the School's field education program.
- 7) Assure that the Field Education Liaison is advised of policy and service changes and developments which may affect student learning or the School's curriculum.
- 8) Provide the student with information available to its employees regarding personal safety when carrying out agency related assignments.
- 9) Comply with all state, federal and local laws, ordinances, rules and regulations regarding the operation of the Program, including laws and regulations concerning the confidentiality of Student records.
- 10) Comply with all applicable requirements of any accreditation authority and permit the authorities responsible for accreditation of the School's curriculum to inspect the facilities, services, and other items provided by Agency for purposes of the Program.
- 11) Permit students to perform services for clients only when under the supervision of an approved, registered, licensed, or certified professional clinician on Agency's staff. Such clinicians or professionals are to be certified or licensed in the discipline in which supervision is provided. Students shall work, perform assignments, and participate in case management and/or staff meetings, and in-service educational programs at the discretion of their Agency-designated supervisors. Students are to be regarded as trainees, not employees, and are not to replace Agency's staff. It is understood and agreed that University of Southern California student interns are not employees of the Los Angeles County and thus are not covered by Agency's workers compensation.
- 12) Indemnify, defend and hold harmless School, its employees, agents, trustees and representatives, from all claims, actions, awards or judgments for damages, including but not limited to costs, expenses and attorneys fees where liability is found to exist solely by reason of the negligent acts or omissions of Agency's employees, agents or representatives or in proportion to the Agency's comparative fault relating to this Agreement.

D. THE SCHOOL'S FIELD EDUCATION LIAISON AGREES TO:

- 1) Maintain contact with the Agency, administration, Field Instructor, and students throughout the year through site visits, telephone conferences or meetings on campus.
- 2) Monitor the field placement experience to ensure that the School's learning objectives are being met.

- 3) Consult with the Field Instructor regarding the development and implementation of the teaching plan as well as the School's policies and procedures.
- 4) Consult with students regarding their learning objectives, course selections and progress or problems in the field.
- 5) Review students' performance with Field Instructor and students as participants, to evaluate progress.
- 6) Identify problems as early as possible, and when necessary, devise a plan for their resolution. (This may involve reading process recordings and other written material prepared by the students and developing a specific learning contract with measurable objectives.)
- 7) Make the determination in consultation with the Field Instructor and student, as to whether replacement of students may be necessary, based on serious problems within the field site or the inappropriateness of the placements for the students.
- 8) Evaluate the placement, on an annual basis, with the Field Instructor.
- 9) Interview and approve new Field Instructors designated by the Agency administrators.
- 10) Coordinate the placement process for concentration year students and finalize placement decisions based on input from Agency administrators, Field Instructors, and students.

E. THE AGENCY'S FIELD INSTRUCTOR AGREES TO:

The Field Instructor must have a Master's Degree in Social Work from an accredited graduate school of social work, two years of post-Master's experience, and approximately one year's work experience within the field Agency; must have knowledge of, experience with, and commitment to professional Social Work values, education and practice. The Field Instructor will:

- 1) Carry out the specific educational objectives presented in the Field Instructor's Manual.
- 2) Accept foundation year students assigned by the School and participate in pre-placement contacts with these students when relevant, and/ or participate in the interview and assessment process for the purpose of concentration year student placements.
- 3) Orient students to the Agency, staff and other appropriate professionals, explain student roles, responsibilities and expectations; arrange for student participation in relevant staff, committee, and in-service training meetings whenever possible.

- 4) Assist the student in the development of a Learning Agreement that outlines field education expectations and learning objectives.
- 5) Provide foundation year students with a generalist exposure to professional Social Work practice and concentration year students with learning experiences appropriate to their specific concentrations.
- 6) Provide adequate and diverse cases to the student in meeting his/her educational needs. Approximately one half of the student's time in field placement should be spent in direct practice (excepting COPA and ISW students.)
- 7) Assume primary responsibility for the development and implementation of these learning activities and coordinate with other staff who may be involved in the student(s) field instruction, i.e. preceptors or task supervisors.
- 8) Provide a minimum of one hour of agency time weekly per student for regularly scheduled individual conferences, or one and one-half hours if no group supervision is available to student.
- 9) If more than one student is placed in the Agency, provide one hour of group instruction, at least every other week in addition to individual conferences.
- 10) Require and review, at least one written educational recording per week and utilize these as teaching tools which are to be made available to the Field Education Liaison as needed. Tape/video recordings may be included in this requirement.
- 11) Involve students in on-going evaluations of their performance in the field placement, focusing on their specifically assigned tasks; inform students about, and attempt to address with them, any unsatisfactory performance or other problems that have been identified; submit written evaluations of student progress at times designated by the School.
- 12) Meet periodically with the Field Education Liaison for the purpose of planning, reviewing and evaluating the field experience.
- 13) Inform the Field Education Liaison promptly about any problem in field placement; and comply with School procedures as designated in the School manual.
- 14) Attend the field education seminar required for all new Field Instructors and attend periodically scheduled meetings and other activities for Field Instructors which are held at the School during the academic year.
- 15) Engage in a process of evaluation of the total educational experience in the field, which will include in-put from the Field Instructors, Field Education Liaison, and students.

F. INSURANCE

I. University Insurance. University shall procure and maintain in force during the term of this Agreement, at its, cost and expense, commercial insurance coverage or a program of self-insurance or any combination thereof, to satisfy the following requirements. Such coverage shall include commercial general liability insurance with limits of not less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) general aggregate and professional liability insurance with limits of not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. The University shall also maintain and provide evidence of workers' compensation and disability coverage for its employees as required by State of California law. Insurance coverage shall be obtained from a carrier rated A: VII or better by AM Best or through a qualified program of self-insurance. University shall provide Agency with evidence of all insurance required under this paragraph, which shall provide for not less than thirty (30) days notice of cancellation to Agency. University shall name Agency as an additional insured under commercial general liability coverage. University shall promptly notify Agency of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

II. Agency Insurance. Agency shall procure and maintain in force during the term of this Agreement, at its, cost and expense, commercial insurance coverage or a program of self-insurance or any combination thereof, to satisfy the following requirements. Such coverage shall include commercial general liability insurance with limits of not less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) general aggregate and professional liability insurance with limits of not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Agency shall also maintain and provide evidence of workers' compensation and disability coverage for its employees as required by State of California law. Insurance coverage shall be obtained from a carrier rated A: VII or better by AM Best or through a qualified program of self-insurance. Agency shall provide University with evidence of all insurance coverage required by this paragraph, which shall provide for not less than thirty (30) days notice of cancellation to University. Agency shall name University as an additional insured under commercial general liability coverage. Agency shall promptly notify University of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder

H. NOTICES

Notice to AGENCY shall be addressed as follows:

Maria Camarillo or Designee of DCFS  
LA. Co. Dept. of Children & Family Services  
Education & Licensure Programs  
532 Colorado Blvd., 5<sup>th</sup> Floor  
Pasadena, CA. 91101

Notice to UNIVERSITY shall be addressed as follows:

University of Southern California  
~~Office of Contracts and Grants~~ School of Social Work  
~~837 W. Downey Way, St. #330~~ 669 W. 34<sup>th</sup> Street, MRF 214  
~~Los Angeles, CA 90089-1147~~ Los Angeles CA 90089-0411  
Attn: Marleen Wong, Ph.D., LCSW

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Los Angeles, California.

UNIVERSITY OF SOUTHERN  
CALIFORNIA

AGENCY

By: Robert A. Cooper By: \_\_\_\_\_  
Title: Robert A. Cooper Title: \_\_\_\_\_  
Vice Provost for  
Academic Operations & Strategy  
Date: 03/01/2012 Date: \_\_\_\_\_

Marleen Wong, Ph.D. 2/24/12  
Marleen Wong, Ph.D., LCSW  
Assistant Dean and Director of Field Education



Department of Social Work  
 901 E. Alostia Avenue  
 P.O. Box 7000  
 Azusa, CA 91702-7000  
 (626) 857-2401 (office)  
 (626) 815-3861 (fax)

## AFFILIATION AGREEMENT

This agreement is entered into by and between Azusa Pacific University through its Department of Social Work ("University") and the following organization ("Organization"):

<b>FULL LEGAL NAME OF ORGANIZATION:</b> Los Angeles County Department of Children and Family Services		
<b>BUSINESS ADDRESS:</b> 425 SHATTO PLACE		
<b>CITY:</b> LOS ANGELES	<b>STATE:</b> CA	<b>ZIP:</b> 90020

**WHEREAS:**

- the University has a curriculum in Social Work;
- field experience is a required and integral component of the University's Social Work curriculum;
- the University desires the cooperation of Organizations in the development and implementation of the field experience phase of its Social Work curriculum;
- the Organization recognizes its professional responsibility to participate in the education of the University's Social Work students; and
- the Organization wishes to join the University in development and implementation of a field program for Social Work students ("Program").

**NOW, THEREFORE,** in consideration of the mutual agreements set forth herein, the University and the Facility enter into this agreement ("Agreement") on the terms and conditions set forth below.

**I. The University and the Organization mutually agree:**

- A. To cooperate in establishing the educational objectives for the field experience and devising methods for their implementation (together referred to as the "Program"), and to continually evaluate the Program to determine the effectiveness of that experience.
- B. To make no distinction among students covered by this Agreement on the basis of race, color, religion, national origin, gender, age, disability, or status as a veteran or any other classifications protected by the laws of the United States of America and the State of California.
- C. That the students will be in a learning situation and that the primary purpose of the placement is for the students' learning. It is further understood that the student shall not at any time replace or substitute for any Organization employee. Nor shall student perform any of the duties normally performed by an employee of the Organization except such duties as are a part of his or her training and are performed by the student under the direct supervision of an Organization employee.

**II. The University agrees:**

- A. To appoint a faculty member as the Field Education Director for the Program and to administer the University's responsibilities related to it.

- B. To notify the Organization Liaison and the Organization, at a time mutually agreed upon, of its planned schedule of student assignments, including the name and academic preparation of the student. The Field Education Director shall negotiate internship assignments and prepare students for placement with field organizations.
- C. To advise assigned students that they will be subject to the Organization's policies, procedures, organizational protocols, rules and regulations and all reasonable directions given by qualified Facility Personnel while providing services pursuant to this Agreement.
- D. To advise assigned students that they will be subject to the Organization's rules related to security and protection of the Organization's Protected Health Information ("PHI"), and that they may not, therefore, either retain PHI outside of the Organization or disclose PHI to anyone outside of the Organization, except as required by law. The University shall advise students that, for purposes of compliance with the Health Insurance and Portability Accountability Act ("HIPAA"), students are considered "work force members," defined as individuals who are given access to the Organization's PHI, and that PHI means any information, whether oral or recorded in any form or medium, created or received by students and: (i) that relates to the past, present or future physical or mental condition of the patient; the provision of health care to the patient; or the past, present or future payment for the provision of health care to the patient; and (ii) that identifies the individual or with respect to which there is reasonable basis to believe the information can be used to identify the patient and shall have the same meaning as the term "protected health information" defined in the Code of Federal Regulations (45 CFR § 164.501).
- E. To assume responsibility for assuring compliance with applicable educational standards as required by the Council on Social Work Education, and to oversee required academic and instructional content of the Program. The Field Education Director shall be responsible for academic oversight of the Program on the University's behalf, which shall include (1) designing an orientation session for all Organization Liaisons to discuss educational objectives of field placement and objectives of the Program; (2) maintaining continuous contact with students and Organization Liaisons in order to assess student field performance and to assign a final grade; (3) providing Organization Liaisons with course outlines, field work evaluation forms, and other pertinent material; and (4) ensuring Organization compliance of field supervision mandates commensurate to student education levels.
- F. To supply the Organization Liaison with appropriate forms to be used in evaluating the performance of assigned students. The Field Education Director shall make visits at least twice per year to the Organization in order to determine and assure that the Program's educational objectives are being met, and to intervene when difficulties arise.
- G. To seek Organization and student input regarding Field Education curriculum content. The Field Education Director shall facilitate communication as necessary for this process.
- H. The Organization has authority to suspend or terminate any student from the field internship assignment if, in the Organization's judgment, the student's conduct or behavior violates the Organization's rules of conduct or otherwise threatens the health, safety or welfare of any clients, invitees or employees at Organization. Notices of such withdrawal shall be in writing to the University and shall state the reason for the withdrawal.

### **III. The Organization agrees:**

- A. To designate as Organization Liaison the staff member responsible for supervision of assigned students, the planning and implementation of the field experience, and communications with the University. The staff member so designated shall meet the appropriate legal and regulatory criteria established for supervising Social Work students and be provided by the Organization with this Agreement. In the absence of the staff member so designated, a suitable alternate person will be designated and available.
- B. To provide the Organization Liaison with sufficient time to supervise, plan and implement the field experience including, when feasible, time to attend field instructor training meetings and conferences, and to allow the Organization Liaison adequate time to devote to student instruction in the Program.
- C. To publish or communicate to the University the requirements, expectations and objectives the Organization may have for the Program, to advise the University of any changes in its personnel, operation or policies which may affect field experiences, and to provide each assigned student with a copy of the Organization's existing pertinent rules and regulations with which the student is expected to comply.

- D. To determine the number of students which the Organization can accommodate and accept during an academic year.
- E. To provide assigned workspace and office equipment, supplies, and physical facilities for participation in the Program, and to allow and encourage assigned students to participate in the Organization to the greatest extent possible, to facilitate the learning process. This shall include giving students access to records and maximizing students' participation in Organization staff meetings, case conferences, and other appropriate activities to the extent permitted by state and federal law. Organization shall also make available organizational resources and other printed material to meet learning objectives.
- F. To evaluate the performance of assigned students on a regular basis using the evaluation form supplied by the University and to promptly forward to the University the completed evaluation, no later than one (1) week following the conclusion of each student's field assignment with the Organization.
- G. To advise the University, at least by mid-term, of any serious deficiency noted in the ability of an assigned student to progress toward achievement of the stated objectives of the Program. It will then be the mutual responsibilities of the Organization Liaison and the Field Education Director to devise a plan by which the student may be assisted to achieve the stated objectives.
- H. To permit, on reasonable request, the inspection of the facilities, services available for learning experiences, student records, and such other items pertaining to the Program by the University, as well as by organizations charged with the responsibilities for accreditation of the University's Social Work degree programs.
- I. To comply with all Federal, State and local laws and ordinances concerning the confidentiality of student records and not to disclose student records except to University and Organization officials who have a legitimate need to know consistent with their official responsibilities.
- J. The University has authority to terminate the participation of a student in the Program if the student violates the provisions of the APU Department of Social Work Field Manual ("Manual") or the National Association of Social Workers (NASW) Code of Ethics. The University shall have full responsibility for the conduct of any student disciplinary proceedings.

#### IV. GENERAL TERMS AND CONDITIONS:

##### A. *Insurance*

University Insurance: University shall procure and maintain in force during the term of this Agreement, at its sole option, cost and expense, commercial insurance coverage or a program of self-insurance or any combination thereof, to satisfy the following requirements. Such coverage shall include commercial general liability insurance with limits of not less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) general aggregate and professional liability insurance with limits of not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. The University shall also maintain and provide evidence of workers' compensation and disability coverage for its employees as required by State of California law. Insurance coverage shall be obtained from a carrier rated A: VII or better by AM Best or through a qualified program of self-insurance. University shall provide Site with evidence of all insurance required under this paragraph, which shall provide for not less than thirty (30) days notice of cancellation to Site. University shall name Site as an additional insured under commercial general liability coverage. University shall promptly notify Site of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

Student Insurance: Student(s) shall be responsible to maintain and show proof of general and professional liability insurance coverage (either independently or on Institution's policy). Site may request students to provide certificates of insurance verifying coverage limits. University shall inform each student in the Program that they shall procure at the student's sole cost and expense, general and professional liability insurance in amounts reasonably necessary to protect the student against liability arising from any and all negligent acts or incidents caused by the student. Coverage under such commercial general liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) general aggregate and coverage under such professional liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A: VII or better by AM Best. University shall require each student in the Program to present evidence of his or her professional liability coverage to

Site, upon request. In addition, students that travel as a part of the Student's Internship assignment shall maintain personal automobile liability insurance and current Driver's License.

**Organization Insurance:** Organization shall procure and maintain in force during the term of this Agreement, at its sole option, cost and expense, commercial insurance coverage or a program of self-insurance or any combination thereof, to satisfy the following requirements. Such coverage shall include commercial general liability insurance with limits of not less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) general aggregate and professional liability insurance with limits of not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Organization shall also maintain and provide evidence of workers' compensation and disability coverage for its employees as required by State of California law. Insurance coverage shall be obtained from a carrier rated A: VII or better by AM Best or through a qualified program of self-insurance. Organization shall provide University with evidence of all insurance coverage required by this paragraph, which shall provide for not less than thirty (30) days notice of cancellation to University. Organization shall name University as an additional insured under commercial general liability coverage. Organization shall promptly notify University of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

**B. Indemnification**

1. University agrees to indemnify, defend and hold harmless Site and its affiliates, directors, trustees, officers, agents, and employees, from and against any and all liability, including but not limited to claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney's fees, arising out of or resulting from University's sole negligence, or in proportion to the University's comparative fault relating to this Agreement.
2. Site agrees to indemnify, defend, and hold harmless University and its affiliates, directors, trustees, officers, agents, and employees, from and against any and all liability, including but not limited to claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney's fees, arising out of or resulting from Site's sole negligence, or in proportion to the Site's comparative fault relating to this Agreement.

**C. Status of Students.** The employment status of students and the responsibility for insurance coverage for student activities depends upon the status of the students as set forth below:

1. **Students Participating in Unpaid Internship not at Student's Place of Employment:** It is understood by the parties that the University's students are fulfilling specific requirements for clinical experiences as part of a degree requirement, and therefore, the University's students do not thereby become employees or agents of University or Facility by virtue of their clinical training. The University shall be responsible for providing general liability and professional liability coverage for such students, pursuant to Section IV.A (Insurance) of this Agreement.
2. **Students Participating in Unpaid Internship at Student's Place of Employment:** It is understood by the parties that the University and Facility shall keep the clinical training and work duties of the University's students strictly separate. The University shall be responsible for providing general liability and professional liability coverage for such students' clinical training, pursuant to Section IV.A (Insurance) of this Agreement, and the Facility shall be responsible for providing insurance coverage for such students' activities as an employee.
3. **Students Participating in Paid Internship:** If the University's students are provided with a nominal stipend from the Facility intended to reimburse them for estimated expenses related to their clinical training, the University's students do not thereby become employees or agents of the Facility, and the University shall be responsible for providing general liability and professional liability coverage for such students pursuant to Section IV.A (Insurance) of this Agreement; however, Facility shall be responsible for issuing a Form 1099 reporting the stipend to the Internal Revenue Service. If, however, the University's students are paid by the Facility for their services, then they become employees of the Facility, and Facility is responsible for all employee obligations and for insuring the activities of such students, notwithstanding Section IV.A (Insurance) of this Agreement.

Facility is at all times responsible for care and supervision of its patients.

- A. Length of Term.** This Agreement shall be effective for a period of **three (3) years** when executed by both parties. This Agreement may be terminated by either party effective as of the end of an academic year (May 31) upon at least ninety

(90) days' written notice by the terminating party. Should notice of termination be given, students assigned to the Organization shall be allowed to complete any previously scheduled field assignment then in progress at the Organization. Notice of termination to the Organization shall be directed to the designated Field Education Director.

- B. **Waivers and Modifications.** No modification or waiver of any of the terms and conditions of this Agreement shall be effective unless such modification or waiver is expressed in writing and executed by each of the parties hereto.
- C. **Third-Party Beneficiary Rights.** This Agreement shall not create any rights, including without limitation third party beneficiary rights, in any person or entity not a party to this Agreement.
- D. **Notices.** All notices pursuant to this Agreement shall be directed as follows:

<u>To the University:</u> Department of Social Work/Field Education Azusa Pacific University P.O. Box 7000, 901 East Alost Avenue Azusa, California 91702 Fax: (626) 815-3861  <u>(With a copy to):</u> Office of General Counsel Azusa Pacific University P.O. Box 7000, 901 East Alost Avenue Azusa, California 91702 Fax: (626) 334-0718	<u>To the Organization:</u>  ATTN: <u>Maria Camarillo</u>  <u>Organization Name: Department of Children &amp; Family Services</u>  <u>Address: 532 E. Colorado Blvd. 5<sup>th</sup> Floor. Pasadena, California 91101</u>   <u>Fax: (626) 397-9172</u>
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Any notice or communication shall be deemed to have been given and received: (i) in the case of personal service, on the day of delivery; (ii) in the case of air courier, two days after the day of delivery; (iii) on the third business day after having been sent by registered or certified mail, return receipt requested, with written verification of receipt; and (iv) in the case of facsimile, on the next business day after having been sent by facsimile, with written verification of receipt, provided that a copy of such notice also is sent by registered or certified mail. The address to which notices and demands shall be delivered or sent may be changed from time to time by notice served by a party upon the other party in accordance with this Agreement.

- E. **Assignment.** This Agreement or any part hereof shall not be assigned or otherwise transferred by any party without the prior written consent of the other parties.
- F. **Relationship of Parties.** The parties are acting herein as independent contractors and independent employers. Nothing herein contained shall create or be construed as creating a partnership, joint venture, employment, or relationship between any of the parties and no party shall have the authority to bind another party in any respect.
- G. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- H. **Entire Agreement.** This Agreement shall constitute the final, complete and exclusive written expression of the intentions of the parties hereto and shall supersede all previous communications, representations, agreements, promises or statements, either oral or written, by or between either parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and warrant that they are officially authorized to so execute for their respective parties to the contract.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

<u>ORGANIZATION:</u>	<u>UNIVERSITY:</u>
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Signature _____ By: _____ Its [official title]: _____	Signature _____ By: Kimberly Setterlund, MSW, LCSW Its [official title]: Assistant Professor, Field Director
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**MAIL/DELIVER THIS FORM TO:** Department of Social Work/Field Education  
Azusa Pacific University  
P.O. Box 7000, 901 E. Alosta Avenue  
Azusa, California 91702-7000